

**Agreement with Mid-Hudson EMS District for the Provision
of Emergency Medical Technicians to supplement Croton
EMS of the Village of Croton on Hudson EMS**

This Agreement (the "Agreement") entered into this _____ day of June, 2022, by and between the Village of Croton on Hudson, a New York municipal corporation with offices at 1 Van Wyck Street, Croton on Hudson, New York 10520 (the "Village") and the Mid-Hudson Ambulance District, a Municipal Corporation, with headquarters at c/o Town of Ossining, 16 Croton Avenue, Ossining, NY 10520 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to New York State law, the Village may contract with independent contractors for the furnishing of emergency services to or for the Village or any Department thereof; and

WHEREAS, the Village's Emergency Medical Services ("Croton EMS") is an entirely volunteer Village organization that provides ambulance services to the Village and certain areas within the Town of Cortlandt; and

WHEREAS, the Contractor has entered into a separate agreement with the Ossining Volunteer Ambulance Corps, Inc. (the "Service Provider") for the Service Provider to provide emergency medical services to the Contractor; and

WHEREAS, the Village's Board of Trustees distributed a Request for Proposals attached hereto as Exhibit "A" and evaluated the Contractor's Proposal, qualifications, experience, and cost, attached hereto as Exhibit "B" and has determined that awarding the contract to the Contractor is in the best interests of the Village,

WHEREAS, it shall be known by the Village that the Contractor shall engage the Service Provider to supplement the ambulance services provided by Croton EMS for the Village, and

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

I. Contract Administration

The recitals above are incorporated as if more fully set forth herein.

The Village Manager or his/her designee shall represent the Village in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the Village. The Village Manager or his/her designee may take any reasonable action to monitor the Contractor's compliance with relevant laws and this Agreement.

II. Term; Termination

- A. The term of this Agreement shall commence at 12:01 a.m. on June 1st, 2022 and shall terminate at 12:00 a.m. on May 31st, 2023, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.
- B. The Village may terminate this Agreement: (a) at any time, for any reason, upon fifteen (15) days prior written notice to the Contractor, whereupon the Contractor shall be entitled to payment for services rendered pursuant to this Agreement through the date of termination; and (b) upon seven (7) written days' notice to the Contractor if the Contractor has breached a material provision of the Agreement and failed to cure the same within five (5) days of written notice thereof.
- C. The Village may also terminate this Agreement immediately if the Contractor: (i) ceases business, becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy, or similar proceedings; (ii) makes an assignment for the benefit of creditors; (iii) files a petition under any bankruptcy, insolvency, or similar law providing for the relief of debtors, or has any such petition filed against it, and the Contractor fails to have such petition stayed or lifted within ten (10) days from the date on which the petition is entered.
- D. Termination by the Village shall in no way affect the Village's right to rely on any applicable bond.
- E. The Contractor may terminate this Agreement for cause if the Village fails to satisfy its obligations under this Agreement and fails to cure same on thirty (30) days' written notice, in which case Contractor may provide notification that the Agreement will terminate 60 days from the date of the termination notice.

III. Conditions

- A. The Contractor is required to meet all terms and conditions contained herein and as described in the RFP as modified by the Contractor's Proposal, if applicable.
- B. In the event the Village desires to expand the services provided by Contractor beyond what is stated in the RFP as modified by the Contractor's Proposal, the Village shall submit such request to the Contractor in writing. Contractor shall respond to the Village in writing within five business days of the request to advise if such request can be accommodated based upon the equipment, vehicles and personnel available to the Contractor and the Contractor's other existing obligations. If the Contractor agrees to provide the additional services, this Agreement shall be deemed amended accordingly and Contractor shall be compensated in accordance with Section 9 of this Agreement.

IV. Extension of Term

By resolution of the Village Board of Trustees, this Agreement may be extended for three (3) additional one (1) year terms upon thirty (30) days prior written notice to the Contractor.

V. Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation of receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of such notices shall thereafter be given as demanded in that notice.

VI. Insurance

The Service Provider shall provide proof of insurance coverage as follows. All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted" status), carrying a Best's financial rating of A-, FSC X, or better. Insurance coverage submitted from an insurance company having a lesser rating shall only be permitted if approval is granted by the Village Attorney.

Prior to providing the services contemplated herein, the Contractor shall provide proof of the Service Provider's coverage:

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$2,000,000 (Two Million Dollars) Annual Aggregate and including a waiver of subrogation.
2. Automobile Liability
 - a. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Business Automobile coverage must include a waiver of subrogation.
3. Workers' Compensation and Employers' Liability, and New York State Disability:
 - a. Statutory N.Y.S. Worker's Compensation, Employer's Liability, and New York State Disability Benefits Insurance required for all employees.
 - b. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.
4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each Occurrence/ \$2,000,000 (Two Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the

Village of Croton on Hudson by the Contractor.

5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) each Occurrence \$5,000,000 (Five Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and Employers' Liability Insurance.

The Village of Croton on Hudson, Croton EMS, and their respective officers, directors, employees, agents, volunteers, and emergency services providers shall be listed as additional insured on all policies (except the Workers' Compensation and Disability policies) and list this Agreement. Such certificates of insurance shall contain the following statement: ALL COVERAGE SHALL BE PRIMARY AND NON- CONTRIBUTING TO ANY OTHER INSURANCE OR SELF-INSURANCE HELD BY THE VILLAGE OF CROTON ON HUDSON." Include any deductible maintained by, or provided to, the additional insureds.

Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation, except for non-payment of premium, be given to the Village. Policies that will lapse and/or expire during the term shall be re-certified and received by the Village no less than thirty (30) days prior to renewal.

All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.

Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Village, must be submitted to the Village for examination along with certificates. Failure of the Village to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Village.

Contractor acknowledges that failure of the Service Provider to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Village.

VII. Indemnification and Defense

Service Provider shall indemnify, defend, and hold harmless the Village and its respective officers, directors, employees, volunteers, agents, and representatives, from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement, and/or any such persons so indemnified, by any third party in relation to (i) a breach of any of the representations and warranties made by the Service Provider, its employees, and/or subcontractors; (ii) a breach of the Agreement by the Service Provider, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of the Service Provider, its employees and/or subcontractors, provided, in each case, that the Service Provider is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Village for the defense and

settlement of the same. This indemnification, defense, and hold harmless shall apply to any willful acts or omissions of the Service Provider, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

VIII. Independent Contractor

The Contractor, including the Service Provider, is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the Village of Croton on Hudson EMS, nor make any claim, demand, or application to or for any right based upon any different status.

IX. Payment.

- A. The Village is to prepay monthly for services for the tenure of this contract, unless otherwise negotiated and attested to, by both parties, in writing. The cost for seven (7) days per week EMT coverage, at \$26.00 per hour, 24 hours per day, will be submitted one month in advance of service for that month. The details of this billing arrangement are further covered as "Attachment A".
- B. The \$26.00 per hour cost charged to the Village is based upon Contractor personnel working the scheduled hours of their shift. If Contractor personnel is required to work longer than their scheduled shift to perform the services for the Village set forth in this Agreement, those services will be charged at 1.5 times the hourly rate (\$39.00 per hour). Nevertheless, Contractor will endeavor to schedule and assign personnel so as to avoid such overtime charges to the extent practicable. In addition, when new Contractor personnel are required to attend training sessions with the Village outside of their scheduled work hours, that time will also be charged to the Village at 1.5 times the hourly rate (\$39.00 per hour).
- C. In the event during the term of this Agreement the Village requests, and the Contractor agrees, to extend the scope of services provided in this Agreement as set forth in Section III(B), those additional services shall also be billed at 1.5 times the hourly rate (\$39.00 per hour).
- D. Any additional charges contemplated in subsections B and C above will be invoiced by Contractor to the Village periodically, but in no event after the end of the Term.

X. Assignment

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.

IN WITNESS THEREOF, the parties here to have executed this Agreement as of the date set forth above.

Village of Croton on Hudson
Village Manager
1 Van Wyck Street
Croton on Hudson, New York
10520

Mid-Hudson Ambulance
District
c/o Town of Ossining
Supervisor
16 Croton Avenue
Ossining, NY 10562

Village of Croton on Hudson
Manager, Date

Town of Ossining Supervisor Date

Ossining Volunteer Ambulance Corp.
8 Clinton Avenue
Ossining, NY 10562

Date

ATTACHMENT A

Billing Schedule for 2022-23: Croton on Hudson Pre-Payments

January, March, May, July, August, October, December (31 Day Months)= \$19,344.00

April, June, September, November (30 Day Months)= \$18,720.00

February (28 Day Month)= \$17,472.00

Payment Plan (Monthly Pre-Paid)

Month of Service	Hourly Rate	Hours Per Month (24 Hours Per Day)	Bill Amount	Due Date
June 2022	\$26.00	720 Hours	\$18,720.00	Monday, May 31 st , 2022
July 2022	\$26.00	744 Hours	\$19,344.00	Wednesday, June 30 th , 2022
August 2022	\$26.00	744 Hours	\$19,344.00	Friday, July 30 th , 2022
September 2022	\$26.00	720 Hours	\$18,720.00	Tuesday, August 31 st , 2022
October 2022	\$26.00	744 Hours	\$19,344.00	Thursday, September 30 th , 2022
November 2022	\$26.00	720 Hours	\$18,720.00	Friday, October 29 th , 2022
December 2022	\$26.00	744 Hours	\$19,344.00	Tuesday, November 30 th , 2022
January 2023	\$26.00	744 Hours	\$19,344.00	Friday, December 31 st , 2022
February 2023	\$26.00	672 Hours	\$17,472.00	Monday, January 31 st , 2023
March 2023	\$26.00	744 Hours	\$19,344.00	Monday, February 28 th , 2023
April 2023	\$26.00	720 Hours	\$18,720.00	Thursday, March 31 st , 2023
May 2023	\$26.00	744 Hours	\$19,344.00	Friday, April 29 th , 2023
