

FLYCAR AGREEMENT

This Agreement dated _____, 2020 by and among the Village of Croton-on-Hudson, a Municipal Corporation, with offices at the Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York, 10520, the Village of Briarcliff Manor, a Municipal Corporation, with offices at the Municipal Building at 1111 Pleasantville Road, Briarcliff Manor, New York, 10510, the Ossining Volunteer Ambulance Corps., Inc. (OVAC), a not-for-profit corporation with offices at 8 Clinton Avenue, Ossining, New York, 10562.

WITNESSETH:

WHEREAS: Currently, the Villages of Briarcliff Manor and Croton-on-Hudson provide basic life support (BLS) ambulance service, but do not offer advanced life support (ALS); and

WHEREAS: The Villages of Briarcliff Manor and Croton-on-Hudson are desirous of providing ALS service in accordance with the existing emergency medical service systems within their respective Villages utilizing the Briarcliff Manor Fire Department (BMFD) and the Croton-on-Hudson Emergency Medical Services (Croton EMS), respectively; and

WHEREAS: Emergency Medical Services (EMS) representatives from Briarcliff Manor, Croton-on-Hudson, and OVAC, have joined together to explore ways in which residents of Briarcliff Manor and Croton on Hudson may receive a higher level of emergency treatment; and

WHEREAS: The goals are to:

1. Form a Tri-Community Fly Car system operating as OVAC ALSFR (Advanced Life Support First Response)
2. Be a multi-community service that is designated, implemented, funded, staffed, and managed by the participating multi-community Tri-Community Fly Car Committee (the "Committee"). The Committee will be comprised of two members from the Village of Briarcliff Manor, two members from the Village of Croton-on-Hudson and two members from OVAC.
3. Be integrated with Basic Life Support (BLS) volunteer ambulance services to provide ALS emergency treatment to patients that require it.
4. Provide a cost-efficient means of furnishing ALS to the participating communities; and

WHEREAS: The Westchester County Department of Emergency Services (60 Control) shall facilitate the dispatching of the Tri-Community Fly Car.

WHEREAS: OVAC, with endorsement from the Villages of Briarcliff Manor and Croton-on-Hudson, has acquired a Certificate of Need (CON) to operate an ALS first response vehicle in the BMFD and Croton EMS response areas for the purpose of supplying ALS. Said CON is for the sole purpose of delivering ALS as necessary and to augment and operate in conjunction with the BLS services presently being delivered by BMFD and Croton EMS.

WHEREAS: OVAC has no interest, liability, or control over the BMFD and Croton EMS ambulance operations or primary operating territory covered by those agencies. OVAC reserves the right of control over that which affects its certifications, insurance, as well as New York State Law, as it relates to ALS and Fly Car operations, including day-to-day operations dictated under Article 30 and Part 800, New York State Department of Health Laws.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. OVAC will:
 - A. Be the sponsoring agency under which the Tri-Community Fly Car will operate.
 - B. Operate the Fly Car as part of its fleet and ensure that all applicable requirements including, but not limited to, certifications, licenses, permits, and insurance are properly maintained.
 - C. OVAC Line Officers will have control and responsibility of Fly Car staffing and scheduling.
2. The parties agree that Phelps Memorial Hospital Center will provide oversight and medical direction in accordance with NYS Bureau of EMS Public Health Law Article 30.
3. Under the Westchester Regional EMS Office Policies and the State of New York Bureau of EMS Public Health Law Article 30, the Fly Car shall be staffed by an EMT-Paramedic 24 hours a day, 7 days a week.
4. The Tri-Community Fly Car and/or OVAC shall at all times during the term of this Agreement be subject to calls within the BMFD and Croton EMS response areas to deliver ALS services. In the event the Fly Car is on a call or otherwise unavailable, OVAC will respond for all ALS calls and mutual aid calls. (Possible change to OVAC will respond for all ALS calls as first due mutual aid when available.

5. The Villages of Briarcliff Manor and Croton-on-Hudson shall have the right to inspect all pertinent books, records, maps, plans, and financial statements pertaining to the Tri-Community Fly Car programs upon reasonable notice and during mutually agreeable hours. Attested summaries of the foregoing shall be delivered to the Villages Managers' offices, together with annual financial reports, upon request.
6. The annual expense for Briarcliff Manor and Croton-on-Hudson shall be \$132,600 each, for fiscal year beginning June 1, 2020; \$137,904 for fiscal year beginning June 1, 2021; and, \$143,420 for fiscal year beginning June 1, 2022. This annual amount can be amended only upon the approval of the Villages of Briarcliff Manor and Croton-on-Hudson. In the event that one Village terminates this Agreement pursuant to paragraphs 7(B) or 7(C) herein, or chooses not to renew the Agreement, the remaining Village shall remain responsible only for their share of the annual fiscal year's expense, or as amended upon the approval of the remaining Village.
7. Term; Termination
 - A. The term of this Agreement shall commence at 12:00 a.m. (midnight) on June 1, 2020 and shall terminate at 12:00 a.m. (midnight) on May 31, 2023 (the "Initial Term"), unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.
 - B. Either Village may terminate this Agreement upon sixty (60) written days' notice to OVAC, if OVAC has breached a material provision of the Agreement and failed to cure the same within thirty (30) days of written notice thereof.
 - C. Either Village may also terminate this Agreement immediately if OVAC: (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 (iv) (a) has any such petition filed against it, and, (b) OVAC fails to have such petition stayed or lifted within thirty (30) days from the date on which the petition is entered.
 - D. In the event a Village terminates this Agreement pursuant to paragraphs 7(B) or 7(C) herein, the Tri-Community Fly Car will no longer be responsible for

ALS services in said Village, and the Tri-Community Fly Car will continue to provide service to the remaining Village during the term, and the Committee will be comprised of two members from the remaining Village and two members from OVAC.

- E. At the end of the Initial Term, this Agreement will automatically renew for one (1) additional three year term (the “Renewal Term”) beginning at 12:00 a.m. (midnight) on June 1, 2023 until 12:00 a.m. (midnight) on May 31, 2026, at 4% per annum compounded, except when one or more of the following occurs within ninety (90) days before the end of the Initial Term:
 - a. OVAC notifies in writing the Village of Croton-on-Hudson and the Village of Briarcliff Manor that it wishes not to renew the Agreement; or
 - b. Both the Village of Croton-on-Hudson and Village of Briarcliff Manor notify OVAC that they wish not to renew the Agreement; or
 - c. The Village of Croton-on-Hudson notifies OVAC and the Village of Briarcliff Manor that the Village of Croton-on-Hudson wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Croton-on-Hudson and the Tri-Community Fly Car will continue to provide service in the Village of Briarcliff Manor during the Renewal Term; or
 - d. The Village of Briarcliff Manor notifies OVAC and the Village of Croton-on-Hudson that the Village of Briarcliff Manor wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Briarcliff Manor and the Tri-Community Fly Car will continue to provide service in the Village of Croton-on-Hudson during the Renewal Term.
- F. Termination by either Village shall in no way affect that Village's right to rely on any applicable bond.

8. Insurance

- A. OVAC 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 Villages' Attorneys.

- B. Prior to providing the services contemplated herein, OVAC shall provide proof of the following coverage:
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$10,000,000 (Ten 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. Workers' Compensation, Employers' Liability, and New York State Disability Benefits Insurance are 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 insurance coverage with limits of \$1,000,000 (One Million Dollars) for each occurrence, \$10,000,000 (Ten Million Dollars) Annual Aggregate. The Professional Liability insurance shall cover the professional services rendered to the Villages of Briarcliff Manor and Croton-on-Hudson by OVAC.
 5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) for each occurrence, \$10,000,000 (Ten Million Dollars) Aggregate. Policy must state that it covers over the

General Liability, Automobile, Professional Liability, and
Employers' Liability Insurance.

- C. Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation being given to the Villages. Policies that will lapse and/or expire during the term shall be re-certified with such recertifications received by each Village no less than thirty (30) days prior to renewal.
 - D. All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.
 - E. Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Villages, must be submitted to the Villages for examination along with certificates. Failure of the Villages 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 Villages.
 - F. OVAC acknowledges that failure 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 Villages.
9. Indemnification and Defense
- A. OVAC shall indemnify, defend, and hold harmless the Villages and their 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 against the Villages, 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 OVAC, its employees, and/or subcontractors; (ii) a breach of the Agreement by OVAC, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of OVAC, its employees and/or subcontractors, provided, in each case, that OVAC 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 Villages for the defense and settlement of the same. This indemnification, defense, and hold harmless shall apply to any willful acts or omissions of OVAC, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

10. Independent Contractor

A. OVAC is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the Village of Briarcliff Manor Fire Department or the Village of Croton-on-Hudson EMS, nor make any claim, demand, or application to, or for, any right based upon any different status.

11. Payment.

A. Payments shall be divided into two equal payments. First payment is due on July 1 of each year, and second payment is due on October 1 of each year.

12. Assignment

A. OVAC 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 Villages.

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.

Village of Briarcliff Manor

Ossining Volunteer Ambulance Corps., Inc.

By: _____

By: _____

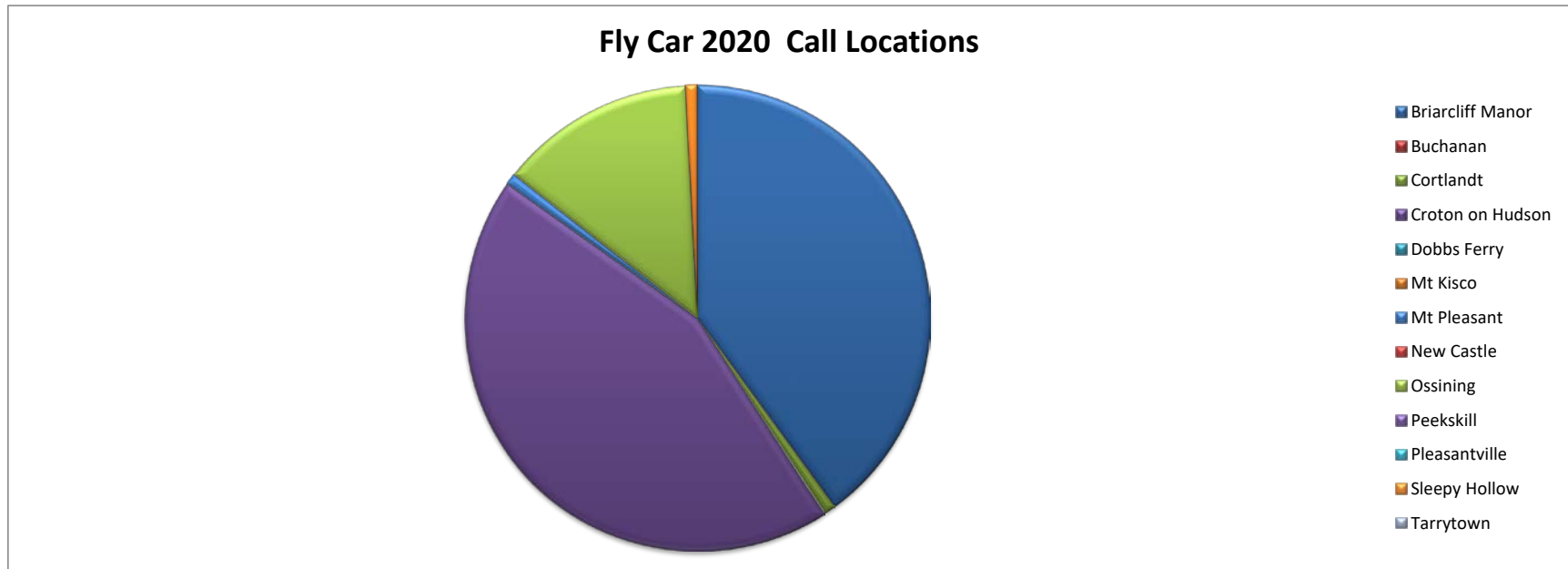
Village of Croton-on-Hudson

By: _____

Flycar 2020-2023		2020	2021	2022
Income				
Briarcliff Manor		\$ 132,600.00	\$ 137,904.00	\$ 143,420.00
Croton on Hudson		\$ 132,600.00	\$ 137,904.00	\$ 143,420.00
Revenue Recovery		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 315,200.00	\$ 325,808.00	\$ 336,840.00
Expenses				
	Hour cost	Total	Total	Total
Paramedic Salary @ average \$33 hr	\$32.00	\$ 279,552	\$ 290,472	\$ 301,392
Overtime/ Late Calls	\$48.00	\$ 10,080	\$ 10,080	\$ 10,080
9% Payroll Taxes	9%	\$ 26,066.88	\$ 27,049.68	\$ 28,032.48
Salary Totals		\$ 315,699	\$ 327,602	\$ 339,504
OVAC Direct Pay				
Workers Comp	9%	\$ 28,412.90	\$ 29,484.15	\$ 30,555.40
Payroll Fees		\$ 1,300	\$ 1,300	\$ 1,300
Proclaim expenses	6%	\$ 3,000	\$ 3,000	\$ 3,000
Vehicle repair costs		\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
General Liability 25% of total cost		\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Vehicle insurance		\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
Medical Supplies		\$ 6,800.00	\$ 6,800.00	\$ 6,800.00
Radio Repairs		\$ 800.00	\$ 800.00	\$ 800.00
Uniforms		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Building and maintenance		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Admin		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Fuel costs		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Salaries Difference		\$ 498.88	\$ 1,793.68	\$ 2,664.48
Total		\$ 85,311.78	\$ 87,677.83	\$ 89,619.88

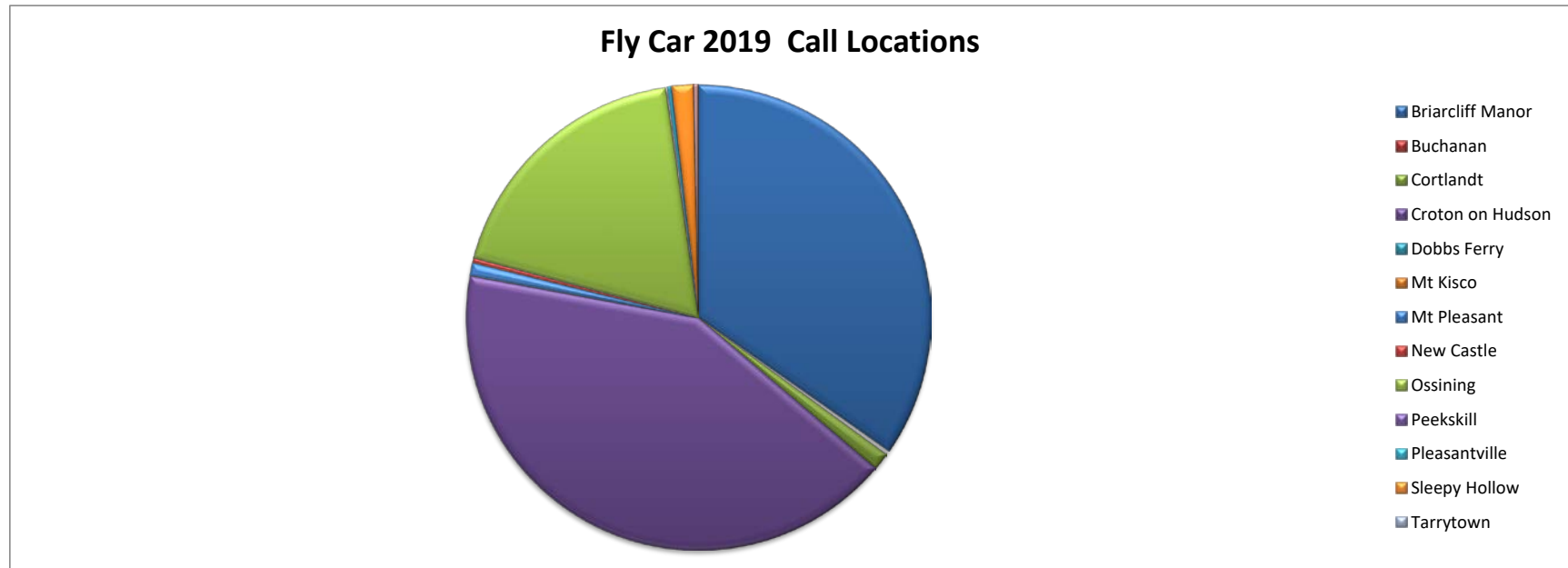
Fly Car 2020 Call Locations

		Jan	Feb	March	April	May	June	July	August	September	October	November	December
Briarcliff Manor	50	50											
Buchanan	0												
Cortlandt	1	1											
Croton on Hudson	55	55											
Dobbs Ferry	0												
Mt Kisco	0												
Mt Pleasant	1	1											
New Castle	0												
Ossining	17	17											
Peekskill	0												
Pleasantville	0												
Sleepy Hollow	1	1											
Tarrytown	0												
Yorktown	0												
Total	125	125	0	0	0	0	0	0	0	0	0	0	0
			125	125	125	125	125	125	125	125	125	125	125



Fly Car 2019 Call Locations

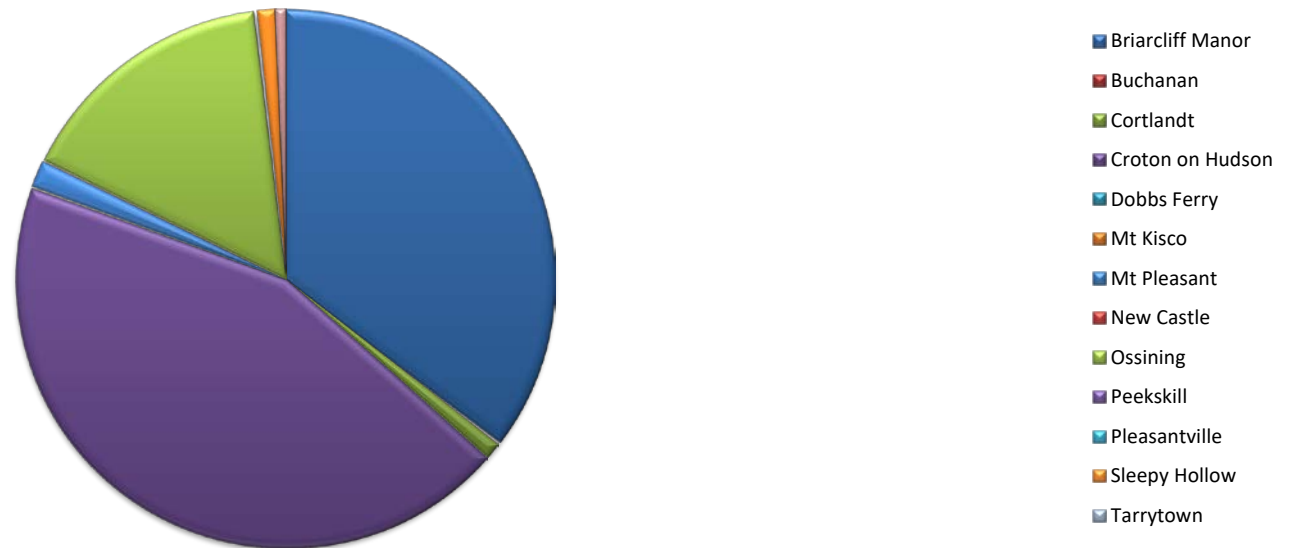
		Jan	Feb	March	April	May	June	July	August	September	October	November	December
Briarcliff Manor	476	45	33	44	28	40	37	33	36	47	38	38	57
Buchanan	3					1					1	1	
Cortlandt	17		1	1	1		2	1	1		4	1	5
Croton on Hudson	571	38	45	46	44	53	61	43	40	49	48	50	54
Dobbs Ferry	0												
Mt Kisco	0												
Mt Pleasant	12	1	1	1	2	1		1		1	3	1	
New Castle	5	1									2	2	
Ossining	255	23	23	20	18	25	32	25	18	27	21	9	14
Peekskill	2					1			1				
Pleasantville	4									1	2		1
Sleepy Hollow	21	1	1	6	1	3			1	3	3	2	
Tarrytown	0												
Yorktown	4		1							1			2
Total	1370	109	105	118	94	124	132	103	97	129	122	104	133
			214	332	426	550	682	785	882	1011	1133	1237	1370



Fly Car 2018 Call Locations

		Jan	Feb	March	April	May	June	July	August	September	October	November	December
Briarcliff Manor	487	55	26	30	35	56	32	30	48	49	46	38	42
Buchanan	2												2
Cortlandt	14	1		3			4	1		1		1	3
Croton on Hudson	606	36	47	58	66	39	56	50	48	46	57	42	61
Dobbs Ferry	0												
Mt Kisco	1								1				
Mt Pleasant	22	2		3		3	2	2	3	3	2		2
New Castle	2		1										1
Ossining	217	15	12	15	17	16	15	23	13	25	30	14	22
Peekskill	2			1							1		
Pleasantville	2	1											1
Sleepy Hollow	15	2		2		2	1	1		2	2		3
Tarrytown	0												
Yorktown	8	1		2				1			2		2
Total	1378	113	86	114	118	116	110	108	113	126	140	95	139

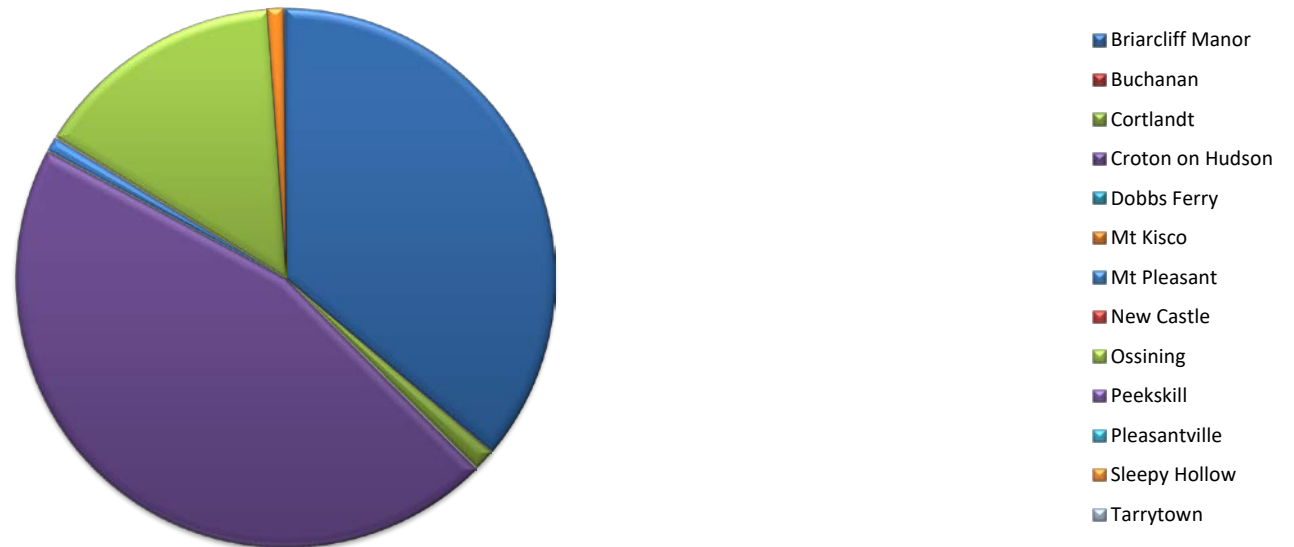
Fly Car 2018 Call Locations



Fly Car 2017 Call Locations

		Jan	Feb	March	April	May	June	July	August	September	October	November	December
Briarcliff Manor	482	44	38	39	39	51	41	39	36	32	39	46	38
Buchanan	1											1	
Cortlandt	17	1		4	1	3	2			1	1	3	1
Croton on Hudson	605	43	51	53	54	51	56	57	55	46	55	39	45
Dobbs Ferry	0												
Mt Kisco	1												1
Mt Pleasant	11	3	1	1		1	2		1		1		1
New Castle	2										1		1
Ossining	202	11	22	16	17	23	11	16	11	23	13	23	16
Peekskill	0												
Pleasantville	0												
Sleepy Hollow	12	2				1	1	1		1	2	2	2
Tarrytown	0												
Yorktown	2	1								1			
Total	1335	105	112	113	111	130	113	113	103	104	112	114	105

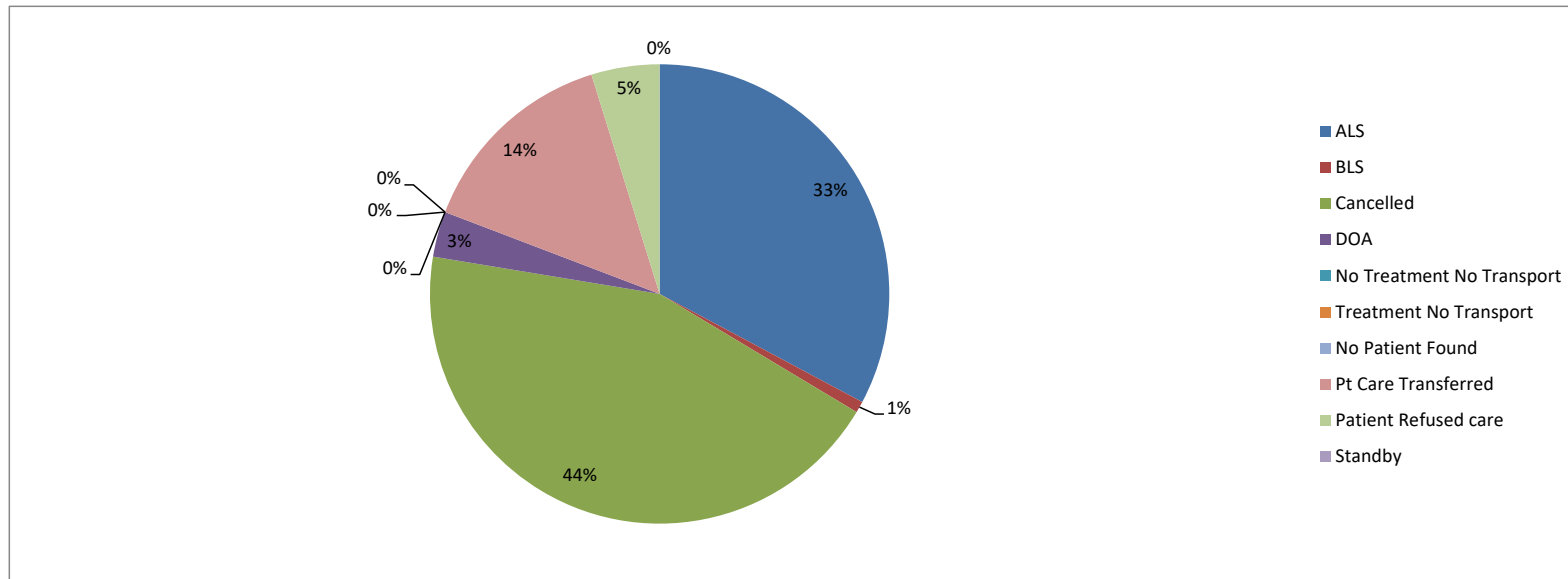
Fly Car 2017 Call Locations



Fly Car 2020 Dispositions

	Total	Jan	Feb	March	April	May	June	July	August	September	October	November	December
ALS	41	41											
BLS	1	1											
Cancelled	55	55											
DOA	4	4											
No Treatment No Transport	0												
Treatment No Transport	0												
No Patient Found	0												
Pt Care Transferred	18	18											
Patient Refused care	6	6											
Standby	0												

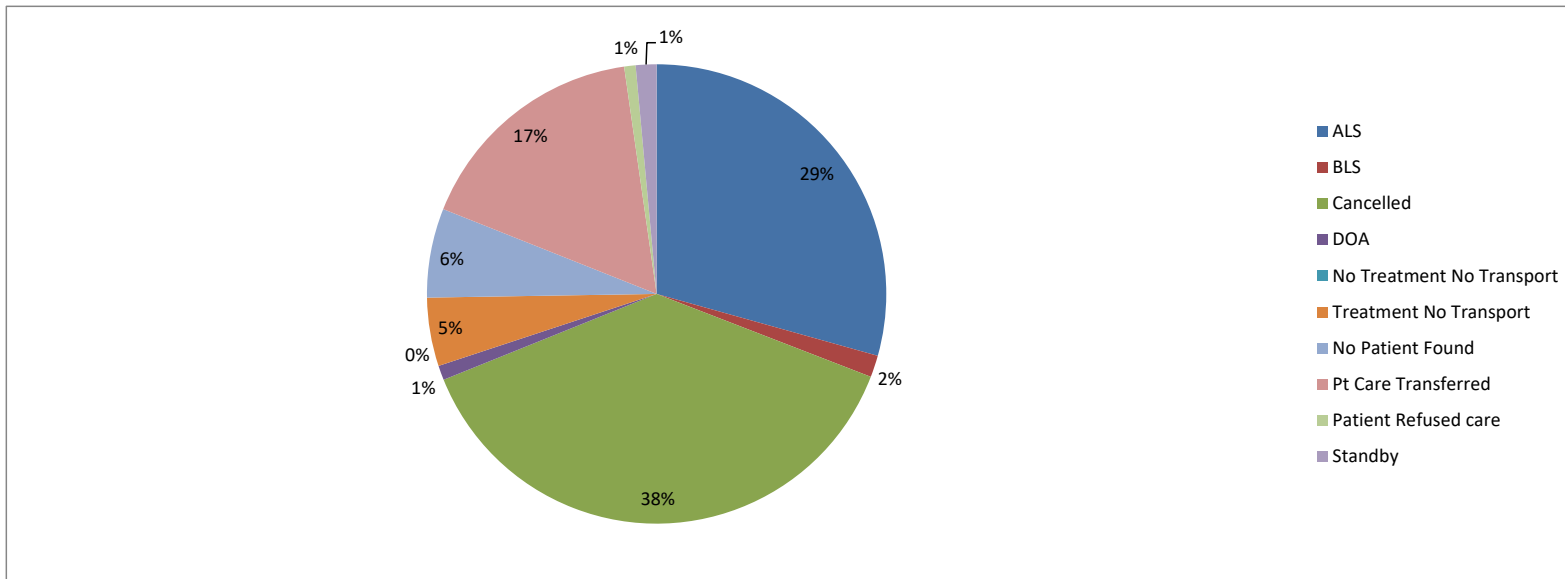
TOTAL:	125	125	0	0	0	0	0	0	0	0	0	0	0	Average	125.00
Cumulative Totals:		125	125	125	125	125	125	125	125	125	125	125	125		



Fly Car 2019 Dispositions

	Total	Jan	Feb	March	April	May	June	July	August	September	October	November	December
ALS	402	30	32	42	28	37	37	31	34	34	35	33	29
BLS	21	1	2	7			1	1		4	3	2	
Cancelled	521	42	29	38	42	62	53	40	39	60	59	33	24
DOA	14	2	1	3	1	3	2			1			1
No Treatment No Transport	0												
Treatment No Transport	66	7	8	2	2	5	9	8	6	8	8	3	
No Patient Found	86	4	5	3	3	1	1	2	3	2	1	14	47
Pt Care Transferred	229	23	27	22	17	16	26	18	10	19	12	16	23
Patient Refused care	11											3	8
Standby	20		1	1	1		3	3	5	1	4		1

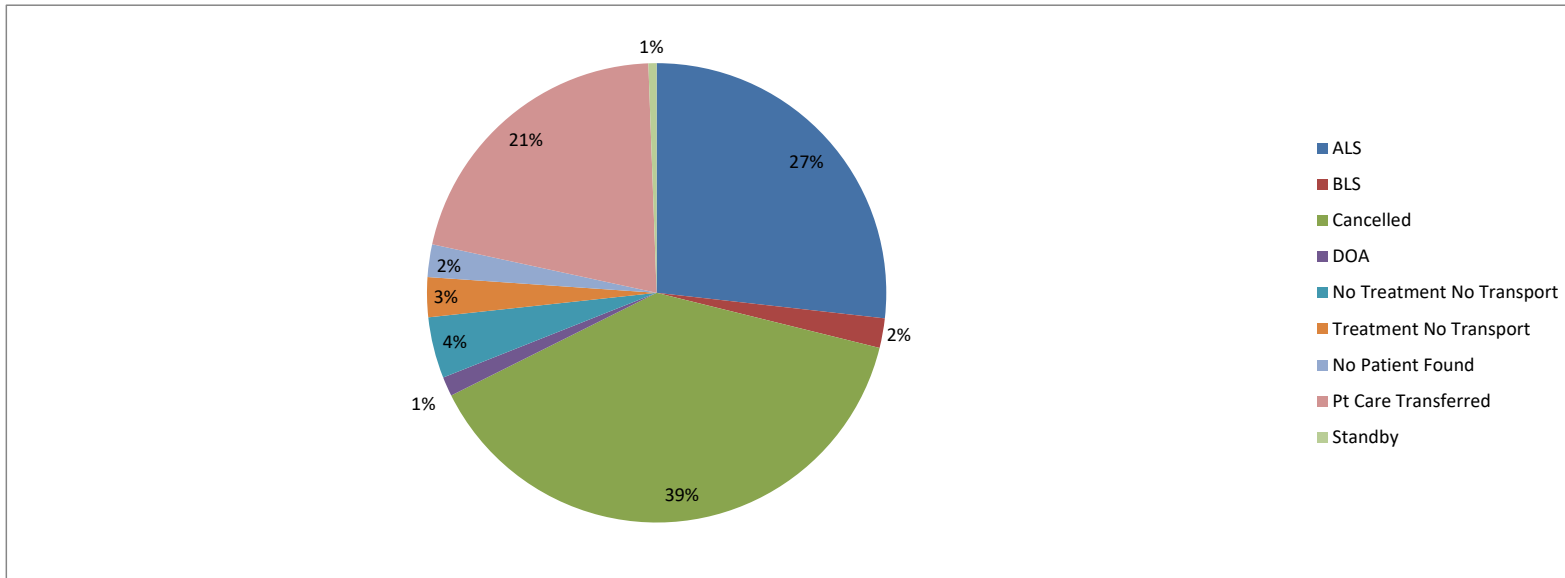
TOTAL:	1370	109	105	118	94	124	132	103	97	129	122	104	133	Average	114.17
Cumulative Totals:		109	214	332	426	550	682	785	882	1011	1133	1237	1370		



Fly Car 2018 Dispositions

	Total	Jan	Feb	March	April	May	June	July	August	September	October	November	December
ALS	373	35	27	32	30	33	32	24	34	25	35	31	35
BLS	29	1	1	1	4	1	1	2	2	4	7	2	3
Cancelled	540	35	32	52	55	43	50	37	40	49	53	34	60
DOA	19	2	2	1	1	2	1	4	1	2	2		1
No Treatment No Transport	60	8	3	1	6	8	6	3	6	9	7	3	
Treatment No Transport	39	2	2	5	4	3	3	4	7	2	2	1	4
No Patient Found	32	3	2	1	1	4	1	2	3	3	4	4	4
Pt Care Transferred	293	27	16	21	17	30	18	31	20	31	29	22	31
Standby	8		1			1		1		1	2	1	1

TOTAL:	1393	113	86	114	118	125	112	108	113	126	141	98	139	Average	116.08
Cumulative Totals:		113	199	313	431	556	668	776	889	1015	1156	1254	1393		



Fly Car 2017 Dispositions

	Total	Jan	Feb	March	April	May	June	July	August	September	October	November	December
ALS	392	33	41	35	36	40	31	28	31	35	33	27	22
BLS	28		3	1		2	2	1	2	6	3	7	1
Cancelled	525	42	30	42	36	59	47	51	39	35	46	50	48
DOA	18	1	1	1	3	1	3		1		1	3	3
No Treatment No Transport	77	5	4	4	11	8	7	9	5	4	7	3	10
Treatment No Transport	23	1	4	2	2	1	1	2	2	2	3		3
No Patient Found	18	1	2		1	3	1	2		4		4	
Pt Care Transferred	247	22	27	28	21	16	17	19	23	18	18	20	18
Standby	8				1		4	1		1	1		

TOTAL:	1336	105	112	113	111	130	113	113	103	105	112	114	105	Average	111.33
Cumulative Totals:		105	217	330	441	571	684	797	900	1005	1117	1231	1336		

