

CONTRACT FOR EMERGENCY AMBULANCE SERVICE

THIS AGREEMENT, made the 1st day of January, in the year 2009, between the Town Board of the Town of Jewett, Greene County, State of New York with a mailing address of PO Box 132 Jewett, NY 12444, party of the first part, and the Town Board of the Town of Windham with a mailing address of Town Hall Route 296, Hensonville, NY 12439, party of the second part,

WITNESSETH:

WHEREAS, the Town of Jewett is desirous of entering into an agreement for providing emergency ambulance service to the Town of Jewett pursuant to the provisions of General Municipal Law Section 122b; and

WHEREAS, the Town of Windham is desirous of furnishing emergency ambulance service to the Town of Jewett for a 1 (one) year period under the terms and conditions set forth herein; and

WHEREAS, at a regular meeting of the Town Boards of the Towns of Jewett and Windham, respectively, each of the Towns duly authorized this contract with each other for emergency ambulance service to the Town of Jewett upon the terms and provisions herein set forth; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Town of Jewett does engage the Town of Windham to furnish emergency ambulance service to the Town of Jewett and the Town of Windham agrees to furnish such protection, commencing January 1, 2009 in the following manner, to wit:

ARTICLE 1. SERVICE TO BE PROVIDED

A. The Town of Windham agrees to furnish 24-hour emergency ambulance service in the Town of Jewett, and when notified by telephone or in any other manner of the need for this service within the Town of Jewett, the Town of Windham will respond and attend, when available, upon the emergency without delay to transport any sick or injured person within the Town of Jewett to either Columbia Memorial Hospital, Albany Medical Center, Kingston Hospital or Benedictine Hospital. In the event that the Town of Windham is not available, the mutual aid protocol currently in effect, whereby first the Town of Hunter and then the Town of Cairo responding, will control the alternative response.

B. The Town of Windham further agrees to incur and pay for the following operating expenses from the consideration paid by the Town of Jewett under this agreement:

- (i) Replacement of medical supplies and equipment;
- (ii) All insurances set forth below in Article 5; and

- (iii) All liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Town of Windham.

ARTICLE 2. TERM

The term of this agreement shall be for one (1) year, commencing January 1, 2009 and expiring December 31, 2009.

ARTICLE 3. CONSIDERATION

A. In consideration of the furnishing of protection, the Town of Jewett shall pay to the Town of Windham in an amount equal to the cost of each call to the Town of Windham. For the purpose of this contract, the parties have estimated that based upon the number of calls in the Town of Jewett to which the Town of Windham will respond. The Town of Jewett shall pay, upon receipt of bills provided by the Town of Windham on a semi-annual basis. Such bills shall set forth the exact number of calls, names and addresses of the persons treated on behalf of the town of Jewett and the exact cost of such treatment.

B. The Town of Windham shall make a good faith effort to collect any insurance coverage available to any patient that is treated on behalf of the Town of Jewett. Any amounts so recovered shall be taken as an offset for the amount due hereunder as set forth above.

C. No resident of the Town of Jewett shall be billed directly for any portion of the services rendered by the Town of Windham other than insurance benefits as set forth above.

D. The parties acknowledge that Greene County Emergency Medical Systems, Inc. (hereinafter referred to as GCEMS) shall provide Advanced Life Support services in conjunction with this contract. The Town of Windham shall attempt to collect any amount due GCEMS, as set forth above but shall have no liability for the payment of any amount to GCEMS. Any amounts recovered shall be forwarded to the Town of Jewett.

ARTICLE 4. DONATIONS

At no time shall the residents of the Town of Jewett be charged for the services provided by the Town of Windham, except as set forth in Article 3 hereinabove. Non-residents shall be directly and immediately billed for the full amount of any call originating in the Town of Jewett. The Town of Windham is permitted and encouraged to accept donations and to conduct fund-raising affairs.

ARTICLE 5. INSURANCE

A. The ambulance liability policy required by this agreement shall be written with minimum coverage of \$10,000,000.00 (Ten Million Dollars) per occurrence.

B. The ambulance vehicle liability policy required by this agreement shall be written with a minimum coverage of \$10,000,000.00 (Ten Million Dollars) per occurrence.

C. The Town of Windham shall furnish the Town of Jewett with satisfactory proof of coverage of all insurance coverages required pursuant to this Article upon demand by the Town of Jewett.

ARTICLE 6. REPORTS

The Town of Windham shall submit to the Town of Jewett a report of its ambulance calls on a semi-annual basis and contemporaneous with the billing for such period as set forth above in Article 3.

ARTICLE 7. RIGHT TO STOP WORK OR TERMINATE CONTRACT

If either party fails or refuses to comply with all applicable laws or ordinances, or otherwise is guilty of a substantial violation of any provision of this contract, either party may, upon thirty (30) days' notice, specifying with particularity the basis therefore, have the right to stop work or terminate this contract.

ARTICLE 8. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of the Town of Windham to the work to be performed by it under this contract shall be that of an independent contractor.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT

The Town of Windham agrees to indemnify and save the Town of Jewett, its officers, agents and employees harmless from any liability imposed upon the Town of Jewett, its officers, agents and/or employees arising from the negligence, active or passive, of the Town of Windham.

ARTICLE 10. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, the Town of Windham is hereby 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 Town of Jewett except those items allowable under the provisions

and operation of mutual aid.

ARTICLE 11. AUTHORITY ON BEHALF OF THE TOWNS

Each Supervisor has executed this agreement pursuant to a Resolution adopted by the respective Town Boards for the Towns of Jewett and Windham. The respective Supervisors, whose signatures appear hereafter, are duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the respective Towns. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the offices of the respective Town Clerks.

ARTICLE 12. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

Town of Jewett: Michael Flaherty, Supervisor, PO Box 132 Jewett, NY 12444
Town of Windham: T. Patrick Meehan, Supervisor, Main Street Hensonville, NY 12439

ARTICLE 13. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless stated in writing and signed by the party waiving 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 other breach unless the waiver shall include the same.

ARTICLE 14. MODIFICATION

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless stated in writing and signed by both parties.

IN WITNESS WHEREOF, the Towns of Jewett and Windham have caused their corporate seal to be affixed hereto and these presents to be signed by Michael Flaherty, Town of Jewett Supervisor and T. Patrick Meehan, Town of Windham Supervisor, duly authorized to do so, and to be attested to by the Town Clerk of each of the respective Towns, the day and year first above written.

(Seal of the Town of Jewett)

Town of Jewett By: Michael Flaherty

(Seal of the Town of Windham)

Town of Windham By: T. Patrick Meehan

STATE OF NEW YORK :
COUNTY OF GREENE : ss.:

On this the day of , in the year , the subscribers, personally appeared Michael Flaherty, and T. Patrick Meehan who being by me duly sworn depose and say: That they are the Supervisors for the Towns of Jewett and Windham, respectively, the municipal subdivisions of the State of New York named in and which executed the above and within instrument; that they know the seals of the Towns of Jewett and Windham, respectively and that the said seals are affixed to said Instrument are the seals of the Towns of Jewett and Windham, respectively,; that they are so affixed by the order of the Town Boards of the Towns of Jewett and Windham, and that they signed their names thereto by like order;

And on the same day before me came and appeared Patricia Merwin and Carolyn J. Garvey Town Clerks for the Towns of Jewett and Windham, respectively, who, being duly sworn, depose and say: That they are the Clerks of the Towns of Jewett and Windham; that they know the seals of the said Towns; that said seals affixed to said Instrument are the seals of the said Towns; that they were affixed by order of the Town Boards of the Towns of Jewett and Windham, respectively; that Michael Flaherty and T. Patrick Meehan are the Supervisors of the Towns of Jewett and Windham, respectively and that the signatures on the said Instrument are the signatures of Michael Flaherty and T. Patrick Meehan as Supervisors.

Notary Public