

2025 Contract for Emergency Ambulance Service

THIS AGREEMENT EFFECTIVE AS OF January 1, 2025, between the **TOWN BOARD OF THE TOWN OF GROTON**, Tompkins County, New York, P.O. Box 36, Groton, New York 13073, hereinafter referred to as the "Town," the **VILLAGE BOARD OF THE VILLAGE OF GROTON**, Tompkins County, New York, P.O. Box 100, Groton, New York 13073, hereinafter referred to as the "Village," and the **GROTON FIRE DEPARTMENT**, PO Box 96, Groton, New York 13073, a department of the Village of Groton and a not-for-profit corporation created pursuant to the provisions of the New York State Village Law Section 10-1008, hereinafter referred to as the "Department."

WITNESSETH:

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

WHEREAS, the Village and the Department are desirous of furnishing emergency ambulance service to the Town of Groton for a one-year period under the terms and conditions set forth herein; and

WHEREAS, at a regular meeting of the Town Board of the Town of Groton on _____ the Town duly authorized this contract with the Department for emergency ambulance service to the Town upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by Village Board of Trustees; and

WHEREAS, this contract has been duly authorized by the Fire Department Board of Wardens;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Town does engage the Village and the Department to furnish emergency ambulance service to the Town of Groton, and the Village and the Department agree to furnish such protection, commencing January 1, 2025, in the following manner, to wit:

1. SERVICE TO BE PROVIDED:

A. The Village and the Department agree to furnish 24-hour emergency ambulance service in the Town as the primary responding company, and when notified of the need for this service within the Town, the Department will respond and attend upon the emergency without delay to transport any sick or injured person within the Town to the nearest available appropriate medical facility. This provision shall not be construed to limit the Primary Operating Territory, as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to mutual aid agreement, or pursuant to temporary approval by the Department of Health or the Regional Emergency Medical Service Council. The Department will perform in good faith and make every reasonable attempt to adequately staff, with both volunteers and hired employees, and respond to calls for emergency (ambulance) service throughout the term of this contract. The Town recognizes that periodically, the Department will require and ensure the response of secondary mutual aid services when it cannot meet the necessary staffing levels. The parties to this contract will conduct quarterly reviews of the service levels provided by the Department.

B. The Village further agrees to keep in force its Ambulance Service Certificate and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code.

C. The Village and the Department further agree to incur and pay for the following operating expenses from the consideration paid by the Town under this agreement:

- (i) Heat, lights and telephone in connection with the housing accommodations;
- (ii) General maintenance, repairs and supplies for the equipment, vehicle and housing for ambulance and meetings;
- (iii) Replacement of medical supplies and equipment;
- (iv) All liability insurance on the ambulance vehicle; and
- (v) All liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Fire Fighters Association.
- (vi) Salaries and benefits for paid staff.

2. TERM:

The Term of this agreement shall be one year, commencing January 1, 2025, and expiring December 31, 2025. This contract shall be renewed automatically for additional terms of one (1) year, unless either party shall notify the other, no later than sixty (60) days prior to the end of the term, of its election not to renew.

3. CONSIDERATION:

In consideration of the furnishing of protection, the Town shall pay to the Village for the term of this contract, the sum of \$183,500 to be paid within seven (7) days of the regular Town Board meeting as follows: 50% in February in the amount of \$91,750.00; 25% in May in the amount of 45,875.00; and 25% in August in the amount of \$48,875.00

4. DONATIONS:

The Village and the Department are permitted and encouraged to accept donations and to conduct fund-raising affairs.

5. COST SHARING:

The Village Fire Department and Ambulance Service, Mutual Aid providers and other responding companies or districts may charge Town residents for services rendered in accordance with the provider's normal billing rates.

6. INSURANCE:

The Village and Department agree that it will insure and keep insured, during the term of this agreement, at its own cost and damages arising from personal injury to the extent and within the limits of \$100,000.00 - \$300,000.00 for any one accident, and property damage coverage in the amount of at least \$10,000.00 and the policy or policies affording such insurance coverage shall be in such form as will protect and save harmless the Town from any and all laws or damage by reason of the use and operation of said ambulance and apparatus.

7. REPORTS:

A. Each year, by January 31st, the Village and the Department shall submit to the Town a report of its ambulance calls.

B. Each year, not later than thirty (30) days following acceptance by the Department's Board of Wardens, the Department shall submit to the Town its annual budget and a copy of its annual audit.

8. TOWN'S RIGHT TO WITHHOLD PAYMENT OR TERMINATE CONTRACT:

If the Village or the Department fails or refuses to comply with any applicable laws or ordinances, or otherwise is guilty of a substantial violation of any provision of this contract (including, but not limited to, failure to provide services in accord with the provisions of Article 1., or failure to provide items set forth in paragraph 6 herein), the Town shall, upon ten (10) days' notice, specifying with particularity the basis therefore, have the right to withhold payment or terminate this contract.

9. INDEPENDENT CONTRACTOR:

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

10. INDEMNITY AND SAVE HARMLESS AGREEMENT:

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

11. NO ASSIGNMENT:

In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Department are 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.

12. AUTHORITY FOR EXECUTION ON BEHALF OF THE TOWN:

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Groton at a meeting thereof held on _____. The Town of Groton Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Groton.

13. AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE:

The Mayor has executed this agreement pursuant to a Resolution adopted by the Village of Groton Board of Trustees at a meeting thereof held on _____. The Village of Groton Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Village of Groton.

14. AUTHORITY FOR EXECUTION ON BEHALF OF DEPARTMENT:

The Chief of the Department has executed this agreement pursuant to General Municipal Law, Article 10, Section 209-d, as a result of a meeting of the Board of Wardens on _____. Groton Fire Chief, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Department. This instrument may be executed in counterparts. At least one copy shall be permanently filed, after execution thereof, in the office of the Fire Chief.

15. NOTICES:

Any and all notices and payments required shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto: Town of Groton, P.O. Box 36, Groton, New York 13073; Village of Groton, P.O. Box 100, Groton, New York 13073; Groton Fire Department, PO Box 96, Groton, New York 13073

16. 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.

17. 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 Town of Groton has caused its corporate seal to be affixed hereto and these presents to be signed by the Town Supervisor duly authorized to do so, and to be attested to by Town of Groton Clerk; the Village of Groton has caused its corporate seal to be affixed hereto and these presents to be signed by the Mayor, duly authorized to do so, and to be attested to by Village of Groton Clerk; and the Department has caused its corporate seal to be affixed hereto and these presents to be signed by its Fire Chief, the day and year first above written.

TOWN OF GROTON SUPERVISOR

(SEAL)

Attest:

Print Name: _____

Sign Name: _____

Robin Cargian, Town Clerk

VILLAGE OF GROTON MAYOR

(SEAL)

Attest:

Print Name: _____

Sign Name: _____

Nancy Niswender, Village Clerk

GROTON FIRE DEPARTMENT CHIEF

Print Name: _____

Sign Name: _____

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Town of Groton Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Village of Groton Mayor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Groton Fire Chief, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public