

RESOLUTION NO. 41-3/17

**RESOLUTION TO ALLOW YATES TOWN SUPERVISOR TO SIGN VILLAGE/TOWN
AMBULANCE SHARED SERVICE AGREEMENT WITH VILLAGE OF MEDINA**

WHEREAS, the Village of Medina has presented to the Town of Yates a contract for a shared ambulance service agreement as follows:

VILLAGE/TOWN AMBULANCE SHARED SERVICE AGREEMENT

This Shared Services Agreement (known as the “Agreement”), made as of the 9th day of March, 2017, supersedes the Agreement between the VILLAGE OF MEDINA, TOWN OF YATES, TOWN OF SHELBY and the TOWN OF RIDGEWAY dated July 18, 2007.

This Agreement, made as of the 9th day of March, 2017, by and between the VILLAGE OF MEDINA, a municipal corporation in Orleans County, State of New York, with its principal offices at 119 Park Avenue, Medina, New York 14103, hereinafter referred to as the “VILLAGE”, and the TOWN OF YATES, the TOWN OF SHELBY and the TOWN OF RIDGEWAY, municipal corporations situate in Orleans County, State of New York, with principal offices at 8 South Main Street, Lyndonville, New York 14098, 4062 Salt Works Road, Medina, New York 14103, and 410 West Avenue, Medina, New York 14103, respectively, hereinafter referred to as the “TOWNS”.

WHEREAS, the VILLAGE is the owner and operator of an ambulance service, together with equipment and supplies necessary for primary ambulance services, and has provided such service as needed, for sick or injured persons found within the boundaries of the VILLAGE; and

WHEREAS, the TOWNS have no such service, and have previously contracted with the VILLAGE for such service, and are desirous of continuing contracting from the VILLAGE for ambulance for sick or injured persons found within the boundaries outside the VILLAGE.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and pursuant to the General Municipal Law of the State of New York, it is agreed between and among the parties hereto as follows:

1. The VILLAGE agrees to provide primary ambulance service, as needed, for the purpose of providing advanced life support services and transporting sick or injured persons found within the boundaries of the TOWNS and their hamlets and villages, as long as the VILLAGE operates an ambulance service for the term of this Agreement.
2. Each of the parties will appoint a member of their Town Boards to an Ambulance Advisory Board, which shall be chaired by the Mayor or designee of the VILLAGE. The Fire Chiefs of each fire company within the territory covered by this Agreement shall also be members of the Ambulance Advisory Board. The Advisory Board will meet at least semi-annually, once in January and once in June, or upon written request to the Mayor of the VILLAGE or by any Town Supervisor. The primary goals of the Advisory Board are to recommend to the

VILLAGE ways to help eliminate the deficit, as well as recommend ways to enhance and expand services.

3. Billing for ambulance service will be handled by the VILLAGE OF MEDINA or its contractor or designee. Rates charged for ambulance services provided outside the VILLAGE OF MEDINA, in the Towns of Ridgeway, Shelby and Yates will be the same for ambulance service in the VILLAGE OF MEDINA. The Village Board, in its sole discretion, reserves the right to make reasonable adjustments to the mileage and other charges as deemed necessary as circumstances warrant.

4. The TOWNS and the VILLAGE OF MEDINA, collectively, agree the cost of an ambulance is \$160,000.00, which has an eight (8) year depreciation. Each TOWN and the VILLAGE OF MEDINA agree to include \$80,000.00 (\$20,000.00 depreciation per year x 4 ambulances) annually to the deficit of the VILLAGE OF MEDINA ambulance budget. (The deficit will be determined by subtracting the total amount of ambulance revenue collected in the VILLAGE fiscal year from the budgeted ambulance account). The VILLAGE OF MEDINA agrees to add the collective amount of \$80,000.00 to a dedicated ambulance replacement reserve fund in its annual budget. It is also collectively agreed that the cost of the ambulance may need to be adjusted during the contract to allow for increased cost. Each TOWN's and the VILLAGE's pro-rata shared service will be determined by the percentage of ambulance responses in their respective TOWNS during the period between September 1 through August 31 of the preceding year. The VILLAGE will notify the TOWNS by September 30th, of the amount owed to the VILLAGE for the succeeding calendar year. The VILLAGE will recalculate the contract payment on a yearly basis as per the attached formula. In addition, if there should be a surplus in the ambulance budget fund, said surplus shall be utilized to reduce the cost of the ambulance service as calculated herein on the aforementioned pro-rata basis. Upon request of a Town, the Village will send a monthly ambulance and fire report to said Town within a reasonable period of time following the request.

5. Each TOWN agrees to make payment to the VILLAGE on February 15th, of each year of this Agreement. The TOWNS of RIDGEWAY and SHELBY shall levy all payments made to the VILLAGE pursuant to this Agreement against parcels situated outside the VILLAGE, and shall not assess the cost of residential property owners on a town-wide basis.

6. The VILLAGE has the right to pursue both soft and hard billing, as well as the use of a collection agency to users of the ambulance service who do not pay or make payments to the VILLAGE for services rendered.

7. The VILLAGE agrees that it, or its designee or agent, will keep and maintain records of the names and addresses of the persons served by the VILLAGE's ambulances and the mileage traveled in connection with the service rendered to such persons.

8. The VILLAGE reserves the exclusive right to formulate rules and regulations relating to the operation and maintenance of the ambulance, equipment, and personnel involved in providing such emergency service. However, the VILLAGE will take in to consideration any

recommendations of the Ambulance Advisory Board with regard to the operation of the ambulance service.

9. The VILLAGE agrees to:

a. Maintain the confidentiality of patient information acquired in the course of providing services under this Agreement, and will not release any confidential information without prior written authorization from the patients duly authorized representative in accordance with state law;

b. Maintain all certifications and licenses, as required by local and state agencies governing ambulance operations;

c. Keep the TOWNS informed of its policies, procedures and activities that have a bearing on the VILLAGE fulfilling its obligations under this Agreement; and

d. Provide ambulance and advanced life support services in a manner that does not discriminate against any person on the basis of age, sex, marital status, sexual orientation, race, religion, ancestry, national origin, disability, handicap, health status or other unlawful basis, including, without limitation, the filing by a person of a complaint, grievance, or legal action against the VILLAGE, TOWNS or another person or entity.

10. The VILLAGE agrees to maintain general liability, professional medical malpractice, auto, bodily injury and property damage liability insurance coverage in reasonable amounts satisfactory to all parties of this Agreement, and Workers' Compensation and disability benefits coverage as required by the State of New York.

11. The TOWNS agree to indemnify and hold harmless the VILLAGE, its employees and agents, from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the intentional, reckless or negligent acts or omissions of the TOWNS, their employees or agents.

12. The VILLAGE agrees to indemnify and hold harmless the TOWNS, their employees and agents from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the negligent acts or omissions of the VILLAGE, its employees or agents.

13. No right or obligation hereunder may, in any way whatsoever, be assigned or delegated to a third party without the express prior written consent of the other parties, and any attempted assignment without such consent shall be considered null and void.

14. The term of this Agreement shall run for five (5) years, commencing on the complete execution of the Agreement by all its signing parties. This Agreement may be extended by any party hereto as set forth herein. This Agreement will remain in effect until any of the parties give notice to the other parties of its intentions to terminate this Agreement, which said notice shall be given at least ninety (90) days prior to termination. Said notice to terminate this Agreement shall be in writing to the main business address of the respective parties to this Agreement, and shall terminate this Agreement upon ninety (90) days notice, with no additional

rights or responsibilities being conferred to any party to the Agreement. Upon said proper Notice of Termination of this Agreement, any amounts due and owing under this Agreement, or overpaid, will be remitted on a pro-rated basis using the final date of termination of this Agreement.

15. Notices. Any notice or communication by any Party to the other, required or permitted hereunder, shall be in writing and shall be deemed duly served as of (a) the date it is delivered by hand, (b) three (3) business days after having been mailed by certified mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, or by a national recognized overnight courier, in each case to the receiving Party at the address set forth below, or at such other address as a Party may designate by written notice to the other Party sent in the manner set forth herein.

To the Village at: 119 Park Avenue
Medina, New York 14103
Atten: Mayor

To the Town of Ridgeway: 410 West Avenue
Medina, New York 14103
Atten: Supervisor

To the Town of Shelby: 4062 Salt Works Road
Medina, New York 14103
Atten: Supervisor

To the Town of Yates: 8 South Main Street
P.O. Box 484
Lyndonville, New York 14098
Atten: Supervisor

Either Party may change its address(es) for purposes of this paragraph by giving the other Party notice of the new address(es) in the manner set forth above.

16. Waiver. A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instances to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing and designated as such. Any forbearance or delay on the part of any Party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence.

17. Dispute Resolution. If a Party to this Agreement has reasonable grounds to believe that another Party hereto has failed to perform any obligation hereunder, such Party shall promptly notify the other Party, in writing, within thirty (30) days of receipt of such notice and either provide evidence of cure of such failure, or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of this Agreement, and also specify three (3) dates, all of which must be business days within thirty (30) days from the date of its response, for a meeting of the designated representatives of the Parties, each of whom shall have

the authority to resolve and settle the dispute. The Party claiming failure of performance shall then select one (1) of the three (3) dates, and a dispute resolution meeting shall be held. If the Parties cannot, in good faith discussions, resolve their dispute, they shall be free to pursue all remedies allowed at law and/or in equity, without prejudice.

18. Entire Agreement. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (including all appendices, schedules, exhibits, or addenda attached hereto constitutes the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous proposals, agreements and understandings, oral and written, relating to the subject matter of this Agreement.

19. Applicable Law. This Memorandum shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to principles or conflicts of law.

20. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be of no force and effect, and such invalidity, illegality, or unenforceability shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

21. Force Majeure. Neither party hereto shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirement, governmental law, ordinance, rule or regulation (whether valid or invalid), act of any non-Party governmental body (including any delay in decisions regarding permits, authorizations or funding, or delays in funding, by any governmental authority), extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment, transportation, permits, or licenses, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable.

22. Modifications. No modification of this Agreement shall bind any Party unless expressly set forth, in writing, and manually signed and accepted by an authorized representative of the Party sought to be bound by such writing.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the Parties or signatories hereto may execute this Agreement by signing any such counterpart.

24. Headings and Drafting of Agreement. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are, in no way, intended to define, limit, expand, or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

RESOLVED, that the Yates Town Board authorizes the Yates Town Supervisor to sign said contract.