

EMERGENCY MEDICAL TRANSPORT AGREEMENT

THIS AGREEMENT, is made and entered on the 1st day of January, 2023 by and between:

The **CITY OF HORNELL**, Steuben County, New York, hereinafter referred to as the Party of the First Part, and

The **TOWN OF HORNELLSVILLE**, Steuben County, New York, hereinafter referred to as the Party of the Second Part.

WITNESSETH:

WHEREAS, the Party of the First Part has previously provided the Party of the Second Part ambulance service within the borders of the municipal entity of the Party of the Second Part, and

WHEREAS, both Parties wish to formalize and continue the arrangement, and

WHEREAS, both Parties wish to enter into a new long-term arrangement regarding the Party of the First Part providing emergency medical transportation service to the Party of the Second Part.

NOW, THEREFORE, in consideration as hereinafter set out, the Parties do covenant and agree as follows:

The Party of the First Part covenants and agrees to respond with emergency medical transportation service, as defined below, when so notified by alarm, telephone, or otherwise, to the residents living within the geographical boundaries of the **Town of Hornellsville**.

Definitions: For purposes of this Agreement, the following definitions shall apply:

Advanced Life Support (ALS) – Emergency pre-hospital care that uses invasive medical acts under the medical supervision and control of a licensed physician. ALS ambulance personnel use these services: intravenous therapy, endotracheal airway, cardiac monitor (EKG), cardiac defibrillator, drugs, relief of pneumothorax or other advanced procedures and services.

Basic Life Support (BLS) – Emergency pre-hospital care that uses non-invasive medical acts. The provision of basic life support may be under the medical supervision and control of a licensed medical physician. For ambulance services, includes only transportation and first aid for the ABC's of life support (airway, breathing, circulation) without adjunctive equipment and/or invasive procedures.

Emergency Ambulance Services or Emergency Medical Services ("EMS") – Emergency pre-hospital care including both Advanced Life Support ("ALS") and Basic Life Support ("BLS").

Emergency Medical Technician (EMT) – a person certified by the State of New York as either EMT or EMT-B.

Paramedic – a person certified by the State of New York as EMT-P, or Paramedic.

General Ambulance Services – services to be rendered by the ambulance service provider pursuant to the Emergency Medical Transport Agreement.

Emergency equipment will be dispatched as quickly as possible to the location requesting assistance. The dispatcher or ambulance crew may request assistance from the Fire Department of the area to which the emergency medical transportation has been dispatched.

The Party of the Second part covenants to hold harmless the **City of Hornell**, its agents, officers and ambulance personnel from all liabilities incurred while answering calls pursuant to the provisions of this agreement.

The parties agree to enter into an Emergency Medical Transport Agreement for a term of **Five (5)** years commencing on the 1st day of January, 2023 and ending the 31st day of December, 2027 at 12:00 midnight. It is the intention of the Parties of this Agreement that this contract shall be for a **Five (5)** year period.

The Party of the Second Part agrees to pay to the Party of the First Part as follows for services rendered pursuant to this contract:

One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) for the first year, with an annual increase of Five Thousand Dollars (\$5,000) each year up to and including year five (5).

Year One (1) - One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00)

Year Two (2) - One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00)

Year Three (3) - One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00)

Year Four (4) - One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00)

Year Five (5) - One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00)

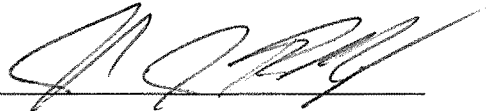
The City of Hornell will invoice the Town of Hornellsville annually in January, with said invoice to be paid in full to the City of Hornell within 30-days of the invoice date.

The Party of the Second Part agrees to reimburse the Party of the First Part for any loss or damage to its equipment and personnel while answering a call for assistance in the **Town of Hornellsville**, provided that the Party of the First Part shall give notice to the Party of the Second Part in accordance with Section 209, Subdivision 2 of the General Municipal Law. In addition, the Party of the Second Part shall be liable for any momentary damages the City incurs pursuant to Section 207-A of General Municipal Law.

In addition, thereto, the Party of the First Part shall bill residents of the Party of the Second Part, a fee based upon the service provided each and every time said emergency medical transportation is dispatched to an area located within the boundaries of the respective municipality. Trips going to or from hospitals located outside the City of Hornell boundaries, which are medically necessitated, will be billed at an additional rate. The City of Hornell shall be responsible for all billing and collections pursuant to this paragraph.

The members of the City of Hornell Fire Department and the Ambulance Squad shall have the same rights, privileges and immunities while performing within the **Town of Hornellsville** as they have while performing within the limits of the City of Hornell.

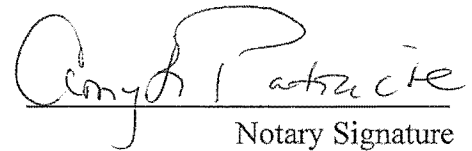
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals on the day and year first above written.



John J. Buckley, Mayor
City of Hornell

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On this 23rd day of November, 2022 before me, the undersigned, a notary public in and for said state, personally appeared John J. Buckley, 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.

AMY L. PATRICK
Notary Public State of New York
Steuben County No. 01PA6334667
Commission Expires 12-21-2023

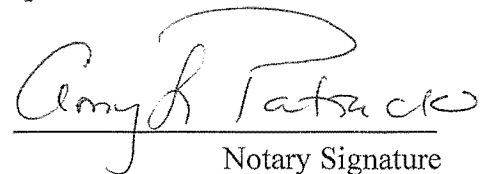

Notary Signature


Dan Broughton, Town Supervisor
Town of Hornellsville

STATE OF NEW YORK)
COUNTY OF Steuben) ss:

On this 23rd day of November, 2022 before me, the undersigned, a notary public in and for said state, personally appeared Dan Broughton, 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.

AMY L. PATRICK
Notary Public State of New York
Steuben County No. 01PA6334667
Commission Expires 12-21-2023


Notary Signature