

Ambulance Service Agreement

THIS AGREEMENT made this 29th day of September 2018, by and between the **TOWN OF NEW HAVEN**, a Municipal Corporation with principal offices at New Haven, New York, hereinafter referred to the Party of the First Part, and **DONALD McFEE MEMORIAL AMBULANCE SERVICE, INC.**, a Not-for-Profit Corporation organized under the laws of the State of New York, with principal offices in Mexico, New York, hereinafter referred to as the Party of the Second Part.

WITNESSETH:

WHEREAS, the Party of the Second Part is operating a volunteer, Not-for-Profit Corporation and has one of its express purposes “to establish, maintain and operate a volunteer ambulance service for the emergency of transporting sick, disabled or injured persons to medical facilities or hospitals for the convenience of the members thereof and their families or of the community of the **Town of New Haven** pursuant to section 122-b of the General Municipal Law of the State of New York”; and

WHEREAS, the party of the second part has an ambulance and is operating such ambulance service for the citizens of the **Town of New Haven** and others

WHEREAS, the service being provided by said Party of the Second Part is vital to the health and welfare of the citizens of the **Town of New Haven** and said township had available to it certain Federal revenue sharing Monies to expand on such important services, and/or other appropriated funds in its annual fiscal year budget;

NOW THEREFORE, it is covenanted and agreed as follows:

1. That the part of the First Part does engage the Party of the Second Part to Provide emergency ambulance service to and for the **Town of New Haven** and its citizens on a non-profit basis and to transport sick, disabled or injured persons to emergency facilities or hospitals for a period of one year, beginning on **January 1, 2019** and ending

December 31, 2019 for the sum of **\$20,908.68** within 30 days of receipt of this contract.

2. In consideration of the foregoing, the Party of the Second Part covenants and agrees to provide 24 hours per day emergency ambulance service to all citizens and residents for the **Town of New Haven** and all persons who may be found sick or injured therein, and to provide at all times sufficient and adequate trained personnel and a fully equipped and properly manned ambulance and to keep and maintain the same in proper running order at all times.
3. It is covenanted and agreed that the Party of the Second part is an independent contractor and not a legal agent nor the servant of the Party of the First Part; it is further covenanted and agreed that prior to the inception of this contract, and at all times during the term thereof, the Party of the Second Part, and its own cost and expense, will maintain in full force and effect a public liability policy of insurance and minimum auto liability of insurance prescribed by the New York State Motor Vehicle. Financial Responsibility Law, said policies to hold harmless and insure both the Party of the First Party and the Party of the Second Part from any and all liability for the acts or omissions of the Party of the Second Part or its agents or members in the course of the conduct of such emergency ambulance service. The Party of the Second Part agrees to hold safe and harmless the Party of the First Part from any and all such liability for which it alone bear responsibility. The Party of the Second Part covenants and agrees to name the Party of the First Part as an additional insured on all insurance policies. The party of the second part agrees to provide to the party of the first part a binder of insurance, or other proof of satisfactory to the party of the first party, that the party of the second part has obtained such insurance and has named the party of the first part as an additional insured. The party of the second part agrees to provide such binder or other proof of insurance to the

party of the first part prior to the commencement of the term of this contract.

4. It is further mutually covenanted and agreed that the Party of the Second shall abide by its written policy. Party of the second part shall provide a copy of its written policy to the party of the first part at or before the commencement of the term of this contract and shall provide to the party of the first part copies of any amendments to such policy within thirty (30) days after such amendments are made. In the event of dual emergencies at different locales requiring the assistance of DONALD McFEE MEMORIAL AMBULANCE SERVICE, INC. the Party of the First Part waives any claim for alleged liability against the Party of the Second Part's control; that in any such events, the Party of the Second Part shall strive to uphold the purpose clauses herein in the forgoing "**WHEREAS**" clauses.

IN WHITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above written.

Donald Mcfee Memorial Ambulance

Town of New Haven

Service Inc.

BY:

Date: _____

Date: _____

Attest: _____

President

Supervisor

Councilman

Councilman

Councilman

Councilman

Councilman

Date: _____

Attest: _____

Town Clerk