

AGREEMENT

THIS AGREEMENT is made in duplicate originals the ____ day of _____, 2022, between the **TOWN OF MOREAU**, a municipal corporation of the County of Saratoga, with its office at 351 Reynolds Road in the Town of Moreau, County of Saratoga and State of New York, hereinafter designated as "TOWN", and **MOREAU EMERGENCY SQUAD, INC.**, a not-for-profit corporation organized under the laws of the State of New York, with offices at Route 9, South Glens Falls, County of Saratoga and State of New York, hereinafter designated as "SQUAD".

W I T N E S S E T H

WHEREAS, the TOWN is desirous of contracting for ambulance and other related services for the period spanning January 1, 2022 through December 31, 2022; and

WHEREAS, the SQUAD is a duly organized Emergency Squad capable of rendering said services; and

NOW, THEREFORE, pursuant to Section 122-b of the General Municipal Law and Section 184 of the Town Law, the parties do mutually agree as follows:

ARTICLE 1: SERVICES AND OBLIGATIONS: During the term of this Agreement, the SQUAD, at its own expense and upon its own responsibility, agrees to provide and maintain ambulances and necessary equipment, and to organize within its membership a New York State certified Emergency Relief Squad which shall be trained to operate such ambulances and to render such aid to injured and sick persons as is normally required of ambulance personnel, and to provide emergency ambulance

service within the Town of Moreau, at any hour of the day or night, during the term of this Agreement.

- (a) The SQUAD shall establish and adhere to uniform billing and collection practices, shall bill all consumers or customers uniformly and shall make reasonable efforts to collect all fees and charges billed.
- (b) For the security and protection of the TOWN, the SQUAD shall at its expense obtain and maintain in effect a bond or other appropriate security in a form satisfactory to the TOWN.
- (c) The Town has the right to conduct, on a regular basis, audits of all records of the SQUAD which indicate all expenditures including invoices, checks and receipts. The audits will take place at the SQUAD.

ARTICLE 2: ADDITIONAL DUTIES AND OBLIGATIONS OF SQUAD: During the term of this Agreement the SQUAD shall be and remain:

- (a) Certified or registered by New York State in accordance with the Public Health Law Article 30 for general emergency ambulance service within the TOWN.
- (b) Duly incorporated and qualified under Section 501(c)(3) of the United States Internal Revenue Code.
- (c) Responsive to and on call to Saratoga County 911, a police officer, peace officer, or doctor to the scene of an emergency within the TOWN of Moreau.

(d) Use the monies received from the TOWN in accordance with this Agreement for only the following purposes and subject to the following conditions:

(i) Notwithstanding anything provided in the Proposed Budget, it is agreed that none of the TOWN funds shall be used for purposes of the payment of salaries for paid employees, banquets, monetary awards, fundraising activities, except that these restrictions shall not prohibit reimbursing members for telephone calls, food and beverage, and other business expenses related to the Emergency SQUAD purposes, with such related personnel expenditures continuing to be authorized by the General Membership of the SQUAD pursuant to past procedures and in accordance with the Corporate By-Laws of the SQUAD.

(e) In addition to the foregoing, upon request of any Member of the Town Board, allow for inspection of all books and records of the SQUAD related to all funds provided by the TOWN including third party billing funds.

(f) When requested by the TOWN, the SQUAD shall provide the TOWN access to all records of the SQUAD for its expenditures

including invoices, checks and receipts, whether for paid staff and members or volunteer staff and members and all payroll records.

(g) All paid employees or Staff of the SQUAD serving on the Board of Directors shall in all Board of Directors matters, recuse himself or herself from any vote involving the status of said employee or paid Staff in accordance with past procedures and pursuant to the corporate By-Laws of the SQUAD.

ARTICLE 3: COMPENSATION: That in consideration of the Agreement to furnish said services, the TOWN agrees to pay the SQUAD the sum of **Two Hundred Fifty Thousand Fifty-Eight and 00/100 Dollars (\$250,058.00)** as payment for the ambulance service to be provided. The SQUAD agrees to accept the sum of **Two Hundred Fifty Thousand Fifty-Eight and 00/100 Dollars (\$250,058.00)** as payment for the ambulance service to be provided.

The TOWN agrees to provide and the SQUAD agrees to accept, as additional compensation, snow-plowing and sanding services in the SQUAD's parking lot for the 2022 year. The TOWN and the SQUAD agree that the TOWN will not be responsible or held liable, in any manner, for minor damages done to the parking lot, and that the SQUAD will hold the TOWN harmless for any of the aforesaid minor damage which may be caused during snow-plowing. This additional compensation is for the 2022 year only and will be reviewed on an annual basis for renewal.

The TOWN further agrees to provide and the SQUAD agrees to accept, as additional compensation, the sum of **FIFTEEN THOUSAND AND NO/100 DOLLARS**

(\$15,000.00) for the sole purpose of construction of the SQUAD's new building ("Capital Funds"). The Capital Funds will be kept in an account held by the TOWN until such time as construction of the new building has been completed. Release of the funds will occur only upon receipt and approval by the TOWN of a voucher in accordance with the TOWN's procurement and financial policies. This additional compensation is for the 2022 year only.

Nothing herein contained shall be deemed to prevent the SQUAD from accepting gifts or donations to be applied by it toward the cost of maintaining said Emergency Ambulance Service.

(c) The SQUAD shall furnish to the TOWN on a monthly basis a "Payroll Summary" (including Paramedic and EMT compensation) as shown in Schedule B annexed hereto and made a part hereof.

ARTICLE 4: DATE OF PAYMENT: The TOWN shall pay said sum identified in the first paragraph of ARTICLE "3" in installments as follows:

(a) The sum of **One Hundred Twenty-Five Thousand Twenty-Nine and 00/100 Dollars (\$125,029.00)** on the 31st day of January, 2022, representing 50% of the total compensation identified in ARTICLE "3."

(b) The sum of **Sixty-Two Thousand Five Hundred Fourteen and 50/100 Dollars (\$62,514.50)** on the 15th day of May, 2022, representing 25% of the total compensation identified in ARTICLE "3."

(c) The sum of **Sixty-Two Thousand Five Hundred Fourteen and 50/100 Dollars (\$62,514.50)** on the 15th day of September, 2022, representing 25% of the total compensation identified in ARTICLE "3."

ARTICLE 5: INDEPENDENT STATUS: That during the existence of this Agreement, the SQUAD shall remain an individual, independent contractor, retaining its separate entity and shall in no way be considered a division, department or agent of the TOWN.

ARTICLE 6: TOWN BOARD LIAISON TO SQUAD: The TOWN and SQUAD acknowledge the intent of Article 5 of this Agreement and further acknowledge that no individual may become a Member of the Board of Directors of the SQUAD absent acceptance as a full Member of the SQUAD. Nonetheless, the Executive Director of the SQUAD shall invite the TOWN Board to attend any and all Board of Directors Meetings as a professional courtesy. In addition, the Executive Director may in certain instances invite said TOWN Board Member to Executive Sessions of the Board of Directors where appropriate, and where a violation of Article 5 of this Agreement would not occur.

ARTICLE 7: TERM OF THE AGREEMENT: The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

ARTICLE 8: TERMINATION: This Agreement shall automatically terminate in the event the SQUAD loses its not-for-profit corporation status or ceases to provide the services described herein or ceases operations. In addition to the foregoing, the TOWN may terminate this Agreement for cause upon thirty (30) days written notice to the SQUAD. In the event the termination is for cause, the TOWN shall specify the alleged grounds for cause in its written notice.

ARTICLE 9: INSURANCE AND INDEMNIFICATION: The SQUAD agrees to purchase and keep in force, during the period covered by this Agreement, policy or policies of Automobile, General, Errors and Omissions, and Umbrella Liability Insurance protecting said SQUAD with limits of at least \$3,000,000.00 for Bodily Injury and Property Damage combined Single Limit. The SQUAD agrees to indemnify and save harmless the TOWN from any and all claims arising out of the operation of the said ambulance service pursuant to this Agreement and including claims related to any third-party billing by the SQUAD. The TOWN shall be named as an additional insured on a primary and non-contributory basis and said SQUAD agrees to furnish to the TOWN Certificates of Insurance showing coverages as above set forth. The SQUAD shall also maintain worker's compensation insurance in accordance with New York State Law.

ARTICLE 10: SEVERABILITY: In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

ARTICLE 11: GOVERNING LAW: This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 12: WAIVER: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving such 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 13: ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement among the parties and shall not be modified except by a subsequent written Agreement executed by the authorized representatives of the parties hereto.

ARTICLE 14: NON-ASSIGNMENT: This Agreement may not be assigned without the written consent of the TOWN of Moreau.

ARTICLE 15: PRIOR AGREEMENTS: This Agreement supersedes any and all prior Agreements between the TOWN and the SQUAD and said Agreements are hereby cancelled.

ARTICLE 16: AUTHORITY: Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

ARTICLE 17: AUDIT: No later than September 1, 2022, the SQUAD shall furnish the following:

- (a) A complete financial audit of the financial affairs certified by Certified Public Accountant.

Failure to furnish the complete financial audit of its financial affairs pursuant to this paragraph shall constitute a default and breach of this Agreement and shall be cause for termination. However, the TOWN reserves its right to conduct a financial audit of the

SQUAD upon reasonable notice to the SQUAD. The SQUAD shall cooperate with the TOWN and/or its representatives in conduct of such audit. The TOWN's actions with respect to conducting its own financial audit does not constitute a waiver of the SQUAD's default.

ARTICLE 18: MISCELLANEOUS: The SQUAD agrees to comply with the provisions of all State and Federal Laws, local statutes, ordinances and regulations including but not limited to all employment laws that are applicable to the performance of this Agreement.

