

**AGREEMENT FOR
AMBULANCE SERVICE (2025)**

THIS AGREEMENT made the 1st day of January, 2025 by and between the Town of Marcellus, Marcellus, New York hereinafter referred to as the “TOWN” and Marcellus Volunteer Emergency Services, Inc., a not-for-profit corporation, having its principal office in Marcellus, New York, hereinafter referred to as “MAVES.”

WITNESSETH

WHEREAS, the Town Board has determined that it is in the public interest for the Town of Marcellus to enter into a contract with MAVES to furnish emergency medical ambulance services for all persons in the Town of Marcellus including the entire corporate limits of the Village of Marcellus; and

WHEREAS, at a meeting of the Board of Directors of MAVES held in Marcellus, New York on the 30th day of December, 2024, MAVES agreed to furnish such emergency medical Ambulance Services; and

WHEREAS, this contract is authorized by Town Law Article 12-A.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. SERVICES TO BE PROVIDED

- a.** MAVES shall provide 24 hour, 7 days per week, emergency medical ambulance services for all persons situated in the entire corporate limits of the Town of Marcellus, including the Village of Marcellus requiring such service and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the Town to a hospital or other treatment facility for treatment of such illness or injury. MAVES warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the services provided herein. The Town recognizes that MAVES has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while “out of service.” “Out of service” shall mean such times as when the ambulances have arrived at a health care facility with a patient but, it is either cleaning or restocking the ambulance, or at such times as the ambulances are being routinely serviced and are “out of service” for a temporary short period of time during such routine service.
- b.** When notified of the need for ambulance services within the Town, MAVES will respond and attend to any such request without delay.
- c.** MAVES shall make reasonable and necessary efforts to employ or contract with a person or persons certified at the advance life support level as an emergency

medical technician in New York State, who shall be available to respond to emergencies twenty-four (24) hours per day, seven (7) days per week.

- d. Nothing herein shall prohibit MAVES from serving other municipalities on a primary or mutual aid basis.

2. INSURANCE

The parties agree that members of MAVES, who provide such services on a volunteer basis, will be covered with the statutory coverage under the Volunteer MAVES Worker's Benefit Law, which insurance coverage shall be paid by the Town. MAVES shall pay for the insurance coverage of MAVES' employees.

3. CERTIFIED AMBULANCE

- a. MAVES agrees that it shall provide an ambulance service with all of the personnel, equipment and supplies required by the Public Health Law and the regulations promulgated by the Department of Health.
- b. MAVES agrees to keep in force its Ambulance operating certificate and comply with all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800).
- c. MAVES shall procure and pay all permits and licenses necessary for the ambulance services to be rendered hereunder.

4. BILLING; FUND RAISING

- a. MAVES may charge its usual and customary rate, which shall not be unreasonable.
- b. Town recognizes that MAVES intends to bill patients directly for services and transportation it renders and approves of the practice. MAVES may collect these fees directly and retain such fees. MAVES reserves the right to initiate legal action against any person who does not tender payments for MAVES' services. Attached by Schedule B is the list of user fees MAVES may bill. Incorporated by reference into Schedule B and this Agreement are any rates paid by any government private employer-based or third-party insurance. Town and MAVES have established a contract price that includes payment for an estimated co-payment (but not deductible) of an ambulance bill to be due from residents. In light of such contract amount, MAVES shall not attempt to collect any co-payment from any resident of the Town of Marcellus. MAVES accepts the annual payment made by the Town to MAVES as payment for residents' co-payments. However, MAVES shall make

all reasonable and necessary attempts to collect these funds from non-residents and from persons located in other municipalities.

- c. Nothing herein shall be construed to prevent MAVES from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.

5. CONSIDERATION; PAYMENT; TERM

- a. The term of this Agreement shall be one (1) year and shall commence on January 1, 2025 and expires on December 31, 2025.
- b. The Town shall pay to MAVES, for the calendar year 2025, that amount listed in Schedule A on the dates herein stated, subject only to the presentation of proof of insurance and proof that the Town has been named as an additional insured.
- c. MAVES, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personal training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, and insurance premiums for the insurance coverage hereinafter specified.

6. INSURANCE; HOLD HARMLESS

- a. MAVES agrees that it will insure and keep insured, during the term of this Agreement, at its own cost and expense, its vehicles, equipment and members against any and all claims and damages arising from personal injury or property damage, with a policy of commercial general liability insurance with at least \$1,000,000/\$3,000,000 limits and vehicle insurance with a policy limit of at least \$1,000,000. The Town shall be named as additional insured on said policy.
- b. MAVES agrees to defend, indemnify and hold harmless the Town, its offices, agents, and/or employees from any liability imposed or threatened upon the Town, its officers, agents, and/or employees arising from the acts of negligence, active or passive, of MAVES, in providing emergency medical care.
- c. Town shall have the right to review the insurance policy purchased by MAVES upon reasonable notice to MAVES at reasonable hours.

7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of MAVES to the work performed by it under this contract shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency services.

8. REVIEW OF FINANCES AND PERFORMANCE

- a. MAVES shall provide Town a report on or within five days of January 15, April 15, July 15 and October 15, indicating all of the line item expenses and income of MAVES. The purpose of such review is not for the Town to supervise or control MAVES, but instead to predict the expenses and income for the future years and to plan accordingly. MAVES covenants that it maintains the record of the finances in a form sufficient to be audited and/or reviewed and that upon a request from the Town, an audit or review will be permitted upon reasonable notice, so long as the Town bears the expenses. MAVES covenants that it has put in place reasonable steps to monitor the funds and prevent theft, or improper accounting practices.
- b. On or within five days of January 15, April 15, July 15, and October 15, MAVES shall provide to the Town a report indicating the following;
 - i. The number of calls to which MAVES was dispatched
 - ii. The number of calls to which MAVES responded
 - iii. The number of calls to which MAVES was unable to respond
 - iv. The town, village or other area in which each patient was located, if possible, the number of BLS calls and ALS calls
 - v. If possible, the number of patients that refused transport
 - vi. If possible, the collection rate of all patients served in each respective town or village
- c. MAVES shall make a good faith attempt to present a preliminary budget to the Town no later than September 1.

9. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, MAVES is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in the Agreement, or its power to execute the Agreement, to any other person or corporation without the previous consent in writing of the Town.

10. COMPLIANCE WITH LAWS

MAVES shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.

11. APPLICABLE LAW

This agreement is governed by the laws of the State of New York.

12. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both, parties.

13. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designed in writing by either party hereto:

To Town: Attention Supervisor
 22 E. Main Street
 Marcellus, New York 13108

To MAVES: Attention President
 MAVES
 3707 Lee Mulroy Road
 Marcellus, New York 13108

14. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless 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.

15. COMPLIANCE WITH LAWS; SEPERABILITY OF TERMS

Should any clause be deemed to be illegal or unenforceable by action of law or regulation, this Agreement shall be amended by the parties within sixty (60) days of the effective date of such law or regulation. Should a sufficient amendment not be obtainable in order to adhere to the spirit of this Agreement, such clause shall, be stricken without affection the validity of any other clause of term of this Agreement. Any clause deemed void, illegal or otherwise unfair or unenforceable shall be stricken from the Agreement without voiding the Agreement or otherwise affecting the other rights or obligations imposed by this Agreement.

16. TERMINATION

The Town may terminate this Agreement if MAVES fails to provide the services required under this Agreement for a period of nine (9) continuous days. MAVES may terminate this Agreement should the Town fail to make payment as required herein.

IN WITNESS WHEREOF, the parties caused this Agreement to be executed by their duly authorized officers as the day and year first above written

TOWN OF MARELLUS

By: _____

Laurie Stevens, Supervisor

MARCELLUS AMBULANCE VOLUNTEER EMERGENCY SERVICES, INC.

By: _____

, President

Schedule A
Agreement for Ambulance Service

2025

Contract Amount: \$306,900.00

Method of Payment: Payments are to be made in twelve (12) equal monthly installments of \$25,575.00.

Schedule B

Agreement for Ambulance Service

2025

Usual and customary user fees

Town and Village of Marcellus
Resident

ALS 1	\$1,800.00
ALS 2	\$2,050.00
ALS Refusal	\$ 300.00
BLS	\$1,400.00
Emerg Srv	
At Scene	\$ 200.00
Mileage	\$ 34.50