

AGREEMENT

Ambulance Services Contract for 2024 through 2026 as between the Town of Lima and the Village of Lima

THIS AGREEMENT, entered into this 3rd day of October, 2023 and effective as January 1, 2024 ("Agreement") is between the Town of Lima, County of Livingston (the "Town"), and the Village of Lima, County of Livingston (the "Village").

WHEREAS, there has been established in the Town a fire protection district ("Fire District"), embracing territory in the Town adjacent to, but separate from, the Village, as is more fully set forth in the resolution(s) establishing such district; and

WHEREAS, the Town has duly adopted a resolution authorizing the execution of a contract with the Village for emergency ambulance services in cases of accident, calamities, and other emergencies in which the services of ambulance personnel would be required, for the portion of the Fire District as is described and delineated in the attached Exhibit "A"; and

WHEREAS, this Agreement has been duly authorized by the Village and has been consented to, pursuant to the applicable provisions of the General Municipal Law, by the Village of Lima Volunteer Ambulance ("LVA").

AND NOW, THEREFORE, the Town does engage the Village, pursuant to the terms of this Agreement, to furnish emergency ambulance services in the following manner, to wit:

1. The LVA shall, at all times during the period of this Agreement, furnish emergency ambulance services in case of accidents, calamities or other emergencies, it being understood that such emergency ambulance service is for emergencies only as provided in Section 183, paragraph 1 of the Town Law, and under the provision of Section 209b, paragraph 1, of the General Municipal Law, and does not constitute general ambulance service. When notified of an accident, calamity, or other emergency within the portion of the Fire District that is covered by this Agreement (as delineated in the attached Exhibit "A"), the LVA shall respond and attend upon said emergency without delay with all appropriate apparatus, vehicles, and equipment at its disposal, and with all ambulance personnel at its disposal that are reasonably required. Upon arriving at the scene of the emergency, the attending ambulance personnel shall proceed diligently and in every way reasonably suggested to render aid and to preserve life.

2. In consideration of furnishing the emergency ambulance services described herein, and for use of its apparatus, during the period of **January 1, 2024, through December 31, 2024, the Town shall pay the Village the sum of \$19,610.00. For the period of January 1st, 2025, through December 31st, 2025, the Town shall pay the Village the sum of \$20,002.20. For the period of January 1st, 2026, through December 31st, 2026, the Town**

shall pay the Village \$20,402.25. Payment is to be made in one payment no later than March 15th, of said year.

3. The Village agrees that all ambulance apparatus and vehicles shall be in good, workable condition and repair for the furnishing of the services herein provided. In the event of damage to or destruction of any ambulance apparatus or vehicles by reason of accidents, calamities, or other unforeseen events, or in the event that such apparatus or vehicles are employed or deployed elsewhere by virtue of the public emergency laws of the State of New York and/or Federal Government, and/or events connected therewith, the Village shall proceed with reasonable efforts to replace or repair such apparatus or vehicles, and shall keep the Town informed as to the status thereto.

4. It is understood and agreed by the parties hereto that the Village and LVA shall in no way be held responsible for delay in reaching the scene of an accident or calamity because of impassable roads or other circumstances or conditions over which it has no control.

5. Members of the LVA engaged in the performance of their duties as ambulance personnel pursuant to this Agreement shall have the same rights, privileges, and immunities as if providing the same services in the Village.

6. It is understood and agreed as between the parties that during the effective dates of this Agreement (January 1 through December 31, 2024), this Agreement shall be considered the only contract in force between the parties for the furnishing of emergency ambulance services.

7. It is mutually understood and agreed to as between the parties that the alarm alerting system utilized by the LVA is the County of Livingston 911 Emergency Service System.

8. In further consideration of the sums due from the Town pursuant to this Agreement, the Village does hereby assume all damage to such of its apparatus, vehicles, or equipment as may be incurred in the performance of this Agreement.

9. It is the sole responsibility of the Town, and the Town does hereby agree, to notify the Livingston County Emergency Services/911 Call Center, as well as the Village and the LVA, of any and all changes, additions, alterations, and modifications to the roadways, streets, highways, drives, and alleys, including name and number changes, within the portion of the Town covered by this Agreement. One of the purposes of this provision is to provide current addresses of buildings within the portion of the Town covered by this Agreement so that the

LVA can respond directly to any emergency calls. All notices shall be in writing and provided to the Lima Village Clerk.

10. Both parties reserve the right to cancel this Agreement with thirty (30) days written notice to the other party. Upon such cancellation, the fee as set forth in paragraph 2 herein shall be refunded to the Town on a quarterly, pro rata basis (with each quarter valued at 25% of the sum delineated in Paragraph 2, above). The fee for the quarter in which the cancellation becomes effective shall be refunded to the Town, along with any remaining quarterly fees remaining in the term of the Agreement.

11. In the event of the injury to or death of any LVA member, or any other person which may occur while attending or returning from a duly authorized fire response call, the Village agrees to indemnify and hold the Town harmless from any and all liability resulting from any act or omission of the Village or the LVA, or any of the Village's or LVA's agents or employees. Nothing in this provision, however, is to be construed as obligating the Village to indemnify the Town or its agents for the Town's own negligent acts or omissions.

12. The Village shall ensure that liability insurance is maintained related to the LVA sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of not less than One Million Dollars (\$1,000,000.00). The Village shall ensure that automobile liability insurance is maintained related to LVA for injuries arising out of the operation of emergency vehicles in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). The Village shall name the Town as an additional insured on such insurance policies that are intended to cover the LVA. The Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance or change of insurance carriers.

SIGNATURE PAGES TO FOLLOW

IN WITNESS THEREOF, the parties have duly executed and delivered this Agreement on the latest date as indicated below.

TOWN BOARD OF THE TOWN OF LIMA:

[Signature]
Michael Falk, Town Supervisor Date

[Signature] 10/3/23
Leta Button, Councilperson Date

[Signature] 10/3/23
Bill Carey, Councilperson Date

[Signature] 10/3/23
Mark Petroski, Councilperson Date

[Signature] 10-3-23
Andrew Torpey, Councilperson Date

ATTEST:

[Signature]
Jennifer Heim, Town Clerk

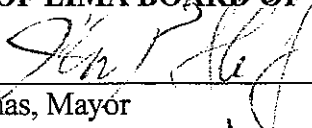


STATE OF NEW YORK) SS:
COUNTY OF LIVINGSTON)

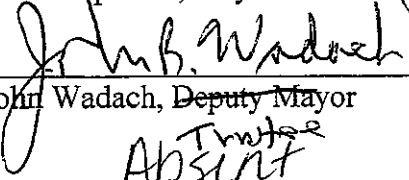
On the 3rd day of October, 2023, before me, the subscribers personally appeared the above individuals, of the Town of Lima, Livingston County, New York, personally known to me as the Supervisor and Town Councilpersons described herein, who executed the foregoing Agreement.

[Signature]
Notary Public

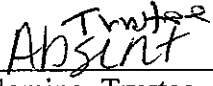
VILLAGE OF LIMA BOARD OF TRUSTEES:


John Skiptunas, Mayor

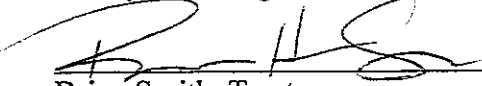
10/10/23
Date


John Wadach, Deputy Mayor

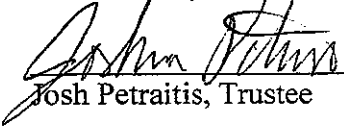
10/10/23
Date


Carolyn Fleming, Trustee

Absent
Date

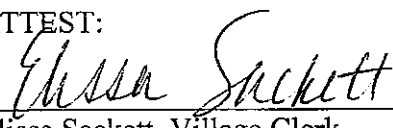

Brian Smith, Trustee

10/10/2023
Date


Josh Petraitis, Trustee

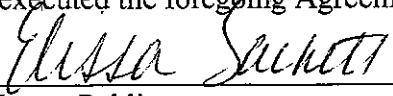
10/10/2023
Date

ATTEST:


Elissa Sackett, Village Clerk

STATE OF NEW YORK) SS:
COUNTY OF LIVINGSTON)

On the 10th day of Oct, 2023, before me, the subscribers personally appeared the above individuals, of the Village of Lima, Livingston County, New York, personally known to me as the Mayor and Village Trustees described herein, who executed the foregoing Agreement.


Notary Public

ELISSA L SACKETT
Notary Public-State of New York
No. 01SA6281561
Qualified in Livingston County
Commission Expires 05/13/2025

***Exhibit "A" to the Ambulance Contract for 2024 as between
the Town of Lima and the Village of Lima***

This Agreement shall apply to the following fire districts, as is more fully set forth in the resolution(s) establishing such districts:

- Town Fire District 321
- Town Fire District 322
- Town Fire District 323