

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Village of Trumansburg, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter "Village"), and the Town of Ulysses, a municipality situated in the County of Tompkins, State of New York (hereinafter "Ulysses").

### WITNESSETH:

WHEREAS, there has been duly established in the Town of Ulysses, County of Tompkins and State of New York, and the Town of Covert, County of Seneca, and State of New York, and the Town of Hector, County of Schuyler, and State of New York a fire protection district know as "The Fire Protection District of the Towns of Ulysses, Hector and Covert" limited to territory in the Town of Ulysses described as follows: All of the Township of Ulysses, County of Tompkins and State of New York, excepting for the area within the limits of the incorporated Village of Trumansburg (hereafter "the Service Area");

WHEREAS, Village maintains a volunteer fire department and rescue squad with a transporting ambulance service;

WHEREAS, such fire protection and rescue squad services are vital and necessary to the health and welfare of the inhabitants of the Service Area; and

WHEREAS, Town Law Section 184 permits a Town to contract with a village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection and rescue services in such fire protection district; and

WHEREAS, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection and emergency medical services within such Service Area; and

WHEREAS, the Town agrees that the Village shall be the primary provider of fire protection and rescue services in the Service Area; and

WHEREAS, a public hearing has been duly held in accordance with the Town Law; and

WHEREAS, the Village maintains an ambulance and will provide general ambulance services; and

WHEREAS, Town recognizes that Village also maintains an "ambulance department" but that the services will be provided by the **emergency medical services** of the fire department and will not be provided by the Village's ambulance department;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

### 1. PROVISION OF FIRE PROTECTION SERVICES

Village will provide Town with fire protection and rescue services capable of responding to fire related and health related emergencies on an on-going basis within the Service Area. Fire

protection shall not include inspections of buildings and properties in the fire protection district, but shall include the provision of general ambulance services.

It is mutually understood and agreed by and between the parties hereto that volunteers staff the rescue squad's ambulance, which may be supplemented with paid employees from the Village's ambulance department. Additionally, volunteers are not always available for service.

An out of district ambulance service (with the cost billed to a patient) may be deployed under various conditions, such as:

- A. If a situation requires more than one ambulance due to an additional patient;
- B. Multiple calls for services are received while the first ambulance is otherwise occupied or engaged;
- C. If there are shortages of volunteers or supplemental staff;
- D. Mutual aid responses to another unit are occupying the first unit;
- E. Holidays render volunteers and staff difficult to schedule;
- F. An emergency requires advanced life support and only basic life support is available.

It is the intent of the parties that the services provided by the rescue squad will be identical to those provided by the Village's ambulance department.

## 2. TERM

The term of this Agreement shall commence on January 1, 2012 and shall continue for a period of one (1) year unless sooner terminated as herein provided.

## 3. COMPENSATION AND VOLUNTEER FIREFIGHTERS' BENEFIT LAW (VFBL)

The village shall procure and keep in effect all insurance covering the liability of the Town of Ulysses for compensation payable to volunteer firemen (and for the paid staff if such staff supplement the rescue squad) as required by Section 30 of the Volunteer Firefighters' Benefit Law (VFBL), the General Municipal law and/or other applicable Laws of the State of New York, and will also procure and maintain insurance covering the firefighting apparatus and other equipment to be used in the rendering of fire protection and emergency medical services to the town of Ulysses for personal liability, property damage and collision loss.

## 4. HOLD HARMLESS

Town recognizes that Village's fire department is staffed by volunteers and that the fire department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Village harmless for village's failure to provide sufficient personnel at any single incident. This paragraph shall not relieve the fire department from making arrangements for coverage for occasions when the fire department is unable to respond or does not respond with sufficient personnel and equipment.

## 4. INSURANCE

As required in paragraph 3 above, Village shall maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of no less

than One Million Dollars (\$1,000,000.00). Village shall maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). Village shall name the Town as an additional insured in Village's insurance policy. Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance.

6. MISCELLANEOUS

Village shall not bill any person within the Service Area for any fire protection or rescue (ambulance) services.

The Village will provide the Town with monthly financial statements of the Village's Emergency Rescue and First Aid Squad.

7. GROUNDS FOR TERMINATION

Village may terminate this Agreement upon the Town's failure to deliver the monies due Village under this Agreement by the date due, so long as Village provides forty-five (45) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Village during this seven day notice period, Village shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Village's ability to deliver fire protection or rescue services.

In the event that the Village permanently ceases or refuses to provide fire protection and/or the Town or Village terminates this Agreement, Village shall remit a pro rata share of the Town's funds to the Town for the remaining term of this Agreement. The failure of the Village to remit such funds shall cause the Village to pay the Town an additional five percent (5%) interest on the unpaid funds from the date of the termination of the agreement, or cessation of fire **or rescue** services, whichever is earlier.

The parties recognize that the services of the rescue squad may not longer be needed if the Town chooses to enter into a contract for such services with the Village's ambulance department. In that event, this Agreement will be modified by mutual agreement of the parties. Such modification will include a provision addressing remission of a portion of the Town's funds to the Town by the Village for the remaining term of this Agreement.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Village of Trumansburg  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town of Ulysses  
For Attention: Supervisor Roxanne Marino  
10 Elm Street  
Trumansburg, NY 14886

## 9. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

## 10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall **[delete semicolon]** it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

## 11. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

## 12. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

## 13. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The public shall not be deemed a third party beneficiary of this Agreement.

## 14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

## 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Tompkins in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Ulysses is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Village. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Village of Trumansburg

Town of Ulysses

By: \_\_\_\_\_

By: \_\_\_\_\_  
Roxanne M. Marino, Supervisor

**SCHEDULE A**

AMOUNT YEAR

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\$384,952.72

2012

Full payment due on or before February 28, 2012