

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2024, by and between the **TOWN OF MEXICO**, a municipal corporation with principal offices at 64 South Jefferson Street, Mexico, New York, hereafter referred to as 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 at 52 Watson Avenue, Mexico, New York, hereafter 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 as 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 and from medical facilities or hospitals for the convenience of the members thereof and their families or of the community of the Town of Mexico pursuant to Section 122-b of the General Municipal Law of the State of New York”; and

WHEREAS, said Party of the Second Part has an ambulance and is operating such ambulance service for the citizens of the Town of Mexico and environs and other neighboring communities; and

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 Mexico and said Township has available to it certain Federal revenue sharing monies to expend 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. The Party of the First Part does engage the Party of the Second Part to provide emergency ambulance service to and for the Town of Mexico and its citizens on a non-profit basis and to transport sick, disabled or injured persons to and/or from medical facilities, or hospitals on a non-profit basis for a period of one year beginning January 1, 2024 and ending

December 31, 2024 for the sum of ONE HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$140,570.00) payable on or before 60 days after the date of this Agreement.

2. In consideration of the foregoing, the Party of the Second Part covenants and agrees to provide 24-hour per day emergency ambulance service for all citizens and residents for the Town of Mexico 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 the legal agent nor 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, at its own costs and expense, will maintain in full force and effect a public liability policy of insurance and a minimum auto liability policy of insurance as prescribed by the New York State Motor Vehicle Financial Responsibility Law, said policies to hold harmless and insure both the Party of the First Part 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 covenants and agrees to hold safe and harmless the Party of the First Part from any and all such liability for which it alone may bear responsibility.

4. It is further mutually covenanted and agreed that the Party of the Second Part shall abide by its written Fire Response Policy, which is attached and made a part of this Agreement; that in the event of dual emergencies at different locales requiring the assistance of the 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 in responding to one situation over another, or for damages beyond the Party of the Second Part's control; that in any of such events, the Party of the Second Part shall strive to uphold the purpose clauses recited herein in the foregoing "Whereas" clauses.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement the day and year first above written.

DATED: _____

TOWN OF MEXICO

BY: _____
ERIC BEHLING, Supervisor

Attest:

NICOLE WILD, Town Clerk

DATED: _____

DONALD MCFEE MEMORIAL AMBULANCE
SERVICES, INC.

BY: _____
_____, President

Attest:

Secretary