

### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN BOARD OF THE TOWN OF BALLSTON, Saratoga County, New York, a municipal corporation organized under the Laws of the State of New York, and COMMUNITY EMERGENCY CORPS, INC. a membership corporation organized under the Laws of the State of New York, and located in the Town of Ballston, P.O. Box 24, Ballston Spa, New York, agree as follows:

WHEREAS, The Town Board of the Town of Ballston is desirous of providing general ambulance service for the purposes of transporting sick or injured persons found within the boundaries of the Town, and Community Emergency Corps., Inc.'s ambulance district as assigned covers a portion of said Town, as agreed to with the Town of Ballston, and

WHEREAS, such general ambulance service is already provided in part, by the Community Emergency Corps, Inc., and

WHEREAS, the Legislature has created a special taxing district for the Town of Ballston so that the Town may raise through taxes, funds to pay for ambulance service for the residents of the Town of Ballston, and

WHEREAS, The Community Emergency Corps, Inc., is willing to continue to provide such service to a portion of the Town for the sum raised by the Town through the special taxing district created Town wide for that purpose,

NOW THEREFORE, the Town Board of the Town of Ballston, pursuant to General Municipal Section 122-b covenants and agrees with the Community Emergency Corps., Inc., as follows:

1. It is hereby stipulated and agreed that the Community Emergency Corps, Inc., shall provide an Advance Life Support ambulance service for the purpose of transporting sick or injured persons found in the Corps' set district within the boundaries of the Town of Ballston to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury.

2. In the event any burn patient needs transport to Westchester Medical or other appropriate facility, or a child to Boston Medical, or other appropriate facility, Community Emergency Corps, Inc., then shall provide transport to appropriate facility.

3. The Community Emergency Corps, Inc., agrees to keep and maintain in proper condition, sufficient ambulances and incidental equipment required therein to meet the needs of the persons requiring ambulance service within the boundaries of the Town of Ballston.

4. The said Community Emergency Corps, Inc., agrees to keep and maintain sufficient trained personnel to operate said ambulances in compliance with all laws, statutes or regulations of the State of New York. If, due to call volume or staff availability, there are insufficient resources available, mutual aid service from surrounding agencies will cover our district as required.

5. Further, the Community Emergency Corps, Inc., agrees to purchase and keep in effect during the duration of this Contract, appropriate insurance acceptable to the Town, indemnifying against liability for the negligent operation of such ambulances and services and the negligent use of other equipment or supplies incidental to the furnishing of such ambulance service; said insurance to have minimum limits of \$1,000,000.00 and a Certificate of such insurance shall be filed with the Town Clerk.

6. Community Emergency Corps, Inc., specifically agrees as required by Section 109 of the New York General Municipal Law that Community Emergency Corps, Inc., is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of Community Emergency Corps, Inc., rights, title or interests therein without the previous consent in writing of the Town.

7. The Contract period shall commence January 1, 2012 and terminate December 31, 2012.

8. The Contract shall be for the sum of \$ 138,624.00, which shall be paid on or about \_\_\_\_\_.

WHEREFORE, The parties hereto set their hands and seals the day and year first set forth above.

TOWN OF BALLSTON

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

Title: \_\_\_\_\_

COMMUNITY EMERGENCY CORPS, INC.

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

Title: \_\_\_\_\_

STATE OF NEW YORK )

) ss.:

COUNTY OF SARATOGA )

On this \_\_\_\_\_ day of January, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, of the **TOWN OF BALLSTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

) ss.:

COUNTY OF SARATOGA )

On this \_\_\_\_\_ day of January, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, of Community Emergency Corps, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public