

Inter-Municipal Agreement for Emergency Ambulance Services
and General Ambulance Services between the
Town of Ossining on Behalf of the Ossining Ambulance District (“OSSINING”)
and the Town of New Castle (“NEW CASTLE”)

WHEREAS, Section 122-b of the General Municipal Law specifically authorizes municipalities to join together to provide for emergency ambulance services, general ambulance services or a combination of such services for the purpose of providing pre-hospital emergency medical treatment or transporting sick or injured persons to a hospital, clinic, or other place of treatment for such illness or injury; and

WHEREAS, the quality of such service should not depend upon municipal boundary lines; and

WHEREAS, it is in the best interest of OSSINING and NEW CASTLE to join in an inter-municipal cooperative agreement in regard to emergency ambulance and general ambulance services provided to residents of the two communities; and

WHEREAS, Article 5-G of the General Municipal Law allows local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; now, therefore, it is

AGREED that the undersigned two communities join together to create an Emergency Ambulance Services and General Ambulance Services Inter-Municipal Cooperative Agreement (“Ambulance IMA”), and further agree as follows:

1. Requirements for Membership. Requirements for joining the Ossining-New Castle Ambulance IMA shall include all of the following:

- A. The applicant jurisdiction shall approve and execute this Ambulance IMA.
- B. The applicant jurisdiction shall be approved for membership by the then current member municipalities.
- C. The pro-rata subsidy requirements for each jurisdiction shall be adjusted to reflect the added savings and/or costs of the new jurisdiction.

2. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Advanced Life Support (ALS) – Emergency pre-hospital care that uses invasive medical acts under the medical supervision and control of a licensed physician. ALS ambulance personnel use these services: intravenous therapy, endotracheal airway, cardiac monitor (EKG), cardiac defibrillator, drugs, relief of pneumothorax or other advanced procedures and services.

B. Basic Life Support (BLS) – Emergency pre-hospital care that uses non-invasive medical acts. The provision of basic life support may be under the medical supervision and control of a licensed medical physician. For ambulance services, includes only transportation and first aid for the ABC's of life support (airway, breathing, circulation) without adjunctive equipment and/or invasive procedures.

C. Emergency Ambulance Services or Emergency Medical Services ("EMS") – Emergency pre-hospital care including both Advanced Life Support ("ALS") and Basic Life Support ("BLS").

D. Emergency Medical Technician (EMT) – a person certified by the State of New York as either EMT or EMT-1.

E. General Ambulance Services – services to be rendered by the ambulance service provider pursuant to the Emergency Medical Transport Agreement (Par. 3) which are of a non-

emergency nature.

F. Paramedic – a person certified by the State of New York as EMT-P, or Paramedic.

3. Emergency Medical Transport Agreement:

The parties agree to enter into an Emergency Medical Transport Agreement for calendar year 2009 with the Ossining Volunteer Ambulance Corps. (“OVAC”), which has been providing ambulance services to the Village of Ossining, the Unincorporated Area of the Town of Ossining, and the West End section of the Town of New Castle (“Primary Service Area”) for approximately 50 years. Pursuant to such agreement, the parties will be providing OVAC with funding sufficient to cover the cost of four (4) paramedics and three (3) Emergency Medical Technicians (“EMTs”), such funding not to exceed \$425,000 for calendar year 2009.

OSSINING agrees to pay 93% of the amount of such funding while NEW CASTLE agrees to make a contribution which takes account of the cost of providing Advanced Life Support, which amount the parties agree constitutes 7% of the total amount funded. NEW CASTLE recognizes, however, that OVAC may use the funding it receives for purposes other than ALS.

4. Emergency Medical Services Committee:

In order to monitor the operational and financial performance of OVAC and any subsequent service provider under the above referred to Emergency Medical Transport Agreement, and to perform other duties as delineated therein, the parties will establish an Emergency Medical Services Committee (“EMSC”). The EMSC shall, at a minimum, undertake a quarterly review of the service provider’s response time compliance and financial reports and will monitor citizen input.

A. The EMSC shall have seven (7) voting members, of whom three (3) shall be the chief administrative officers of the Village of Ossining, the Town of Ossining and

the Town of New Castle, or their designees. The other four voting members shall be community residents appointed by joint resolution of the municipalities for a term of three (3) years.

The Administrator of the service provider and the Medical Director shall serve as ex-officio (non-voting) members of the EMSC.

- B. The Committee members shall elect among themselves a Chair and a Vice-Chair.
- C. The Committee shall be proportionally adjusted should additional communities desire to join or participate in the Inter-Municipal Agreement.
- D. Pending the appointment of community representatives, the administrative officers shall serve as the interim Committee.
- E. The Committee shall review and approve the annual appropriation request of the service provider before its submission to the governing boards of the Participating Municipalities.

5. Termination. Each member jurisdiction's participation in this Agreement may be separately terminated upon 180 days advance notice. In the event this Agreement is terminated and any money remains on hand, all such money shall be distributed, pro rata, according to the contribution formula in effect at the time of such termination.

6. Signatures. The Town of Ossining, on behalf of the Ossining Ambulance District, and the Town of New Castle are the initial signatories to this Ambulance IMA and recognize that additional jurisdictions may join in this cooperative arrangement. Provided such newly added entities shall meet the Requirements for Membership, approval by their bodies shall automatically entitle them to the benefits and responsibilities of membership in this Ambulance IMA.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____
day of _____, 2008.

TOWN OF OSSINING on behalf of the
Ossining Ambulance District

By:_____

TOWN OF NEW CASTLE

By:_____