

Resolution No. 9, 2024

Council Member Hayner presented the	e follow	ving Re	esolution an	d moved its	s adoption:	
APPOINT M	1EMBE	ERS T	O THE JO	INT SEWE	ER BOARD	
BE IT RESOLVED, that the fo				-appointed	to the Joint Sewer Board, th	
Christopher Vos				ork, and		
Seconded by Council Member						
Adopted by the following vote:						
ì	YES	NO	ABSTAIN	ABSENT		
Ward 1 – Council Member Hayner						
Ward 2 – Council Member Miller					1	
Ward 3 – Council Member Parker						
Ward 4 – Council Member Spritzer						
Council Member-at-Large Jeffers						
TOTALS RESULT		Pa	assed / Failed			
Adopted by the Common Council on Jan	uary 16	, 2024	Resolutio	n#, 2024 i	s hereby approved	
Carrie M. Allen, City Clerk			Amy Prau	Amy Praught, Mayor		



Resolution No. 10, 2024

Council Member	Miller presented	I the following	Resolution a	and moved its	adoption:
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2024 BUDGET TRANSFER

WHEREAS, the City Treasurer is requesting a budget transfer in the amount of \$3,000.00 from the Police Department Supply line; A3120.418 to the Police Department Professional Services line; A3120.430; and

WHEREAS, this transfer is needed to allow for towing services to be paid from the professional services account for the Police Department.

NOW, THEREFORE BE IT,

RESOLVED, the Common Council hereby approves that the City Treasurer make a budget transfer in the amount of \$3,000.00.

Seconded by Council Member	
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Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner				
Ward 2 - Council Member Miller				
Ward 3 - Council Member Parker				
Ward 4 – Council Member Spritzer				
Council Member-at-Large Jeffers				
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on January 16, 2024	Resolution # , 2024 is hereby approved
Carrie M. Allen, City Clerk	Amy Praught, Mayor



Resolution No. 11, 2024

Council Member Parker presented the following Resolution and moved its adoption:

AUTHORIZE AN AGREEMENT WITH THE COUNTY OF FULTON FOR REIMBURSEMENT FOR THE JOHNSTOWN FIRE DEPARTMENT TO PROVIDE AMBULANCE SERVICES FOR RESIDENTS OF FULTON COUNTY

WHEREAS, the Johnstown Fire Department operates an Advanced Life Support First Response Service; and

WHEREAS, the County of Fulton desires to provide ambulance services to its residents and persons situated within the entire County of Fulton; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the residents of the County; and

WHEREAS, to defray the cost of providing an ambulance service and in order to provide the residents with the services it desires, the Fulton County Board of Supervisors approved to pay for a service contract with the City of Johnstown to provide ambulance services to the residents of Fulton County; and

WHEREAS, the County will pay an annual base rate of \$72,000.00, which will be paid in four quarterly installments for a two year period, from January 1, 2024 through December 31, 2025.

NOW, THEFORE BE IT,

RESOLVED, that the Mayor is hereby authorized and directed to execute an Agreement, a copy of which is attached hereto, with the County of Fulton, for reimbursement of expenses related to providing ambulance services to the residents of Fulton County.

Seconded by Council Member _	
Adopted by the following vote:	

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner				
Ward 2 – Council Member Miller				
Ward 3 – Council Member Parker				
Ward 4 – Council Member Spritzer				
Council Member-at-Large Jeffers				
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on January 16, 2024	Resolution # , 2024 is hereby approved
Carrie M. Allen, City Clerk	Amy Praught, Mayor

OFFICE OF EMERGENCY MANAGEMENT & FIRE FULTON COUNTY

231 N. Perry Street Johnstown, New York 12095

Steven Santa Maria
Director / Fire Coordinator

Tel. Office: (518) 736-5858

Fax: (518) 762-4938

December 14, 2023

City Of Johnstown Mayor Amy Praught Johnstown City Hall 33-41 East Main Street Johnstown, NY 12095

Dear Mayor Praught,

Attached you will find a copy of the proposed agreement between the County of Fulton and the City of Johnstown Fire Department to provide ambulance services within the County of Fulton for a two-year term of Jan 1, 2024 thru December 31, 2025.

While developing the proposed agreement, there were very few changes made to the existing agreement between the County of Fulton and the City of Johnstown Fire Department.

A Summary of these changes are below:

- 1. Agreement pg.1 Date Changes to reflect the official signing date of the agreement
- 2. <u>Term</u> pg. 2- Date Changes to reflect the new term.
- 3. Provision of Emergency Medical Services pg. 2
 - A. Paragraph D Only Nathan Littauer Listed. Added language to allow inter-facility transports to any Fulton County Facilities
 - **B.** Added Paragraph F Level of Service for Out of Zone Calls. Should not affect JFD, as JFD is always ALS. (Boilerplate Language included in all agencies contracts).
- 4. Reporting Requirements pg.4 & 5
 - A. Under Paragraph A Added Sub-Sections 1; 2; 3; and 4. Language that imposes fines for not reporting the number of ALS and BLS Ambulances correctly. Should have no impact on JFD, as we do not require you to report. We would like to have a discussion regarding how best to know when your second ambulance is available. (Boilerplate language included in all agencies contracts)
 - B. Added Paragraph C Reporting Interfacility Transports

- **5.** Schedule B pgs. 14, 15, 16
 - A. County Base Rate Increased From \$49,500.00 to \$72,000.00
 - B. Added New Section Move-Up Requests From The County. Again, keeping language consistent in all 3 agencies contracts.
 - Fulton County has not previously asked JFD to "move up" and likely will not moving forward.
 - If there is a request for JFD to move up, this language identifies the amount of compensation for the move-up.
 - JFD has the sole authority to decide if it will accept or deny the request.
 - C. Holdback Summary –

Section (1) – Increased the annual base rate installment figure to \$18,000.00

Section (2) – Remained the same

Section (3) – Added language to cover any funds generated by short or long-term move up fees.

- 6. Based on the previous 2 years statistics Fulton County estimates the following:
 - A. Responses to Zone #1 40 @ \$300.00each = \$12,000.00
 - B. Responses to Zone #2 10 @ \$500.00 each = \$ 5,000.00
 - C. Total Estimated Revenue for Each Year of the Agreement
 - \$72,000.00 Base Rate (Guaranteed)
 - \$12,000.00 Zone #1 Fee's (Estimated)
 - \$ 5,000.00 Zone #2 Fee's (Estimated)
 - \$89,000.00 Total Estimated Revenue for each year of the agreement

Upon approval of this agreement, please return 3 signed copies of this agreement to:

Fulton County Emergency Management Office 231 N. Perry Street Johnstown, NY 12095

As always, if there are any questions, please feel free to contact me at any time.

Fulton County looks forward to our continued partnership with the City of Johnstown and the Johnstown Fire Department.

Respectfully,

Steven J Santa Maria, Director

Steven & Sonte Maria

Fulton County Emergency Management

AGREEMENT

THIS AGREEMENT, made the ____ day of December, 2023 by and between the County of Fulton, a municipal corporation in New York State, (hereinafter "County"), and the City of Johnstown Fire Department ("Agency"), a municipal corporation with its principal place of business in the City of Johnstown, Fulton County New York, existing under the laws of the State of New York, New York (hereinafter "Agency").

WITNESSETH

WHEREAS, County desires to arrange for ambulance services for persons situated within the entire County of Fulton;

WHEREAS, Agency desires to provide ambulance services to its residents and persons situated within the entire County of Fulton;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents with the services it desires, it is necessary for County to utilize tax funds for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the County;

WHEREAS, the County has obtained municipal ambulance authority necessary to contract with an ambulance provider to respond to emergencies in the County of Fulton;

WHEREAS, the County has established a billing rate for ambulance services, attached hereto as **Schedule A**, combined with incentives, response requirements and potential forfeitures and penalties.

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

1. PROVISION OF EMERGENCY MEDICAL SERVICES

A. Agency will provide transporting, basic and advanced life support emergency medical ambulance services, which complies with the regulations of the New York State

Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the County of Fulton.

- B. Agency shall strive to ensure that at least one ALS ambulance is provided at all times at the City of Johnstown Fire Department headquarters. Coverage shall be provided on a seven day per week, twenty-four-hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Agency's available resources and personnel, but no less than as required herein.
- C. Agency will operate under the Agency's ambulance service certificate for all responses within the County of Fulton.
- D. Services provided by Agency will include both emergency responses and inter-facility transports from Nathan Littauer Hospital and other hospitals and facilities as are later reasonably designated by the County.
- E. Agency is authorized to bill for ambulance services as part of this Agreement and such billing amounts shall be retained by the Agency. County has approved of such rates as required by General Municipal Law § 122-b.
- F. If the agency is dispatched to a call for service in Zone 1 or Zone 2, the agency shall respond with either
 - a ALS Ambulance
 - b BLS Ambulance with an ALS Fly Car

2. TERM

The term of this Agreement shall be for a period of two (2) years, commencing on the 1st day of January 2024 and shall continue through the 31st day of December 2025, unless sooner terminated as herein provided.

3. <u>COMPENSATION</u>

A. County and Agency have determined that the fair value of the services provided under this Agreement to be up to One-Million Five Hundred Thousand Dollars (\$1,500,000), but the County shall not be obligated to pay such amount if not earned or if the billing revenues

received are insufficient. Only the base rate shall be guaranteed, subject to deductions as included herein.

- B. County shall pay to Agency based upon a Schedule, attached hereto as **Schedule B**. County recognizes that the payer mix of patients is poor and that the collection rate would not otherwise permit the maintenance of an available ambulance for the County without supplementation with County funds.
- C. The parties have agreed upon a payment schedule and formula which permits Agency to maintain coverage availability regardless of income collected. Agency shall be paid the "Base Rate" as provided for in **Schedule B** plus the "supplemental rate" also as provided for in **Schedule B**, subject to hold backs and deductions included in this Agreement.
- D. All billing of calls performed under this Agreement shall be billed under the Agency's billing/federal/state/insurance numbers and all funds collected may be collected by the Agency as against the fees of this Agreement.
- E. Agency will provide to County and County will adopt a schedule of user fees to be imposed upon persons served by the Agency. Agency shall bill for all billable services rendered under the Agency's billing code, as such fees belong to the County but will be retained by Agency as against costs in this agreement. A third-party billing agency shall collect the funds and such funds shall be deposited in an account under the Agency's control. Such rates are reflected in **Schedule A** herein and deemed approved by the County.
 - If the Agency proposes any change(s) to the rates in Billing Fee Schedule A during the term of the Agreement, said change(s) shall be subject to approval of the County. If aligned with community norms for such services, the changes shall not be unreasonably denied.
- F. At various intervals, which shall be no less than quarterly, Agency shall report the amount of funds received to Agency as partial payment under this Agreement. Should total revenues exceed the Contract Fee, such excess amounts shall become the property of the County.
- G. Agency and the County each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.

H. Twenty-five (25%) percent of the quarterly amounts potentially due to shall be withheld from Agency and shall be payable in accordance with a schedule based upon successful responses, as provided for in **Schedule B**.

4. AVAILABILITY OF SERVICE

- A. Agency shall strive to ensure that there is at least one ALS ambulance available in the County at all times to respond to calls for emergency service.
- B. Agency must immediately notify Fulton County Dispatch if an ambulance assigned to cover the County is out of service for any reason, including but not limited to being unstaffed, out for cleaning/decontamination, mechanical failure, tied up at the hospital, but not for the reason of being on a call within the County.
- C. Although every effort will be made to ensure that Agency will be dispatched within its territory, County reserves the right to dispatch a closer ambulance to the call should the level of call or other reasonable factors dictate this as a best practice on a case by case basis.

5. <u>REPORTING REQUIREMENTS</u>

- A. Agency shall report to County the number of ALS Ambulances and BLS Ambulances in-service at the beginning of each shift. This will be done by completing a form provided by the County. The completed form shall be emailed to Fulton County Dispatch and Fulton County Emergency Management daily, at the start of the agency shift, but no later than 0900 each day.
- 1. Failure to submit the completed form over ten (10%) percent of the days of the year shall result in a Five Thousand (\$5,000.00) dollar penalty to Agency, to be deducted from any amounts owed by the January 30 payment.
- 2. Failure to submit the completed form by 0900 daily may result in a \$250.00 penalty to Agency, to be deducted from any amounts owed by the January 30 payment.
- 3. It shall be the responsibility of the county to notify the agency within 72 hours of the agencies failure to email the daily form by 0900 and that the said penalty will be charged to the agency.

- 4. Should the County transition to another County provided reporting system, (i.e. IamResponding; New Dispatch System reporting), the Agency will transition to the new platform.
- B. Upon being dispatched, Agency shall provide Fulton County Dispatch the following information:
 - o If the responding ambulance is staffed other than ALS
 - If the Ambulance is responding from a location other than Fire Department
 Headquarters, the location from which that ambulance will be responding
 If it is determined that an agency provides misleading response information
 the County can take actions to include but not limited to:
 - i. Termination of contract
 - ii. a financial penalty of up to \$2,500.00 per occurrence
- C. All interfacility transports shall be reported thru the Fulton County Computer Aided Dispatch System by:
 - Calling dispatch via radio or phone or
 - Thru a county provided software program such as Crew Force or Fire Mobile
- D. Agency shall provide call for service information to County on a routine basis. In an effort to capture information for all calls for service and avoid potential discrepancies, Agency shall submit a completed daily call log form provided by the County. This form will be used by Agency to document calls for service for a 24-hour period, defined as a period of time commencing at 0000 hours on a particular date and ending at 2359 hours on the same date. The completed form must be submitted within two business days of the 24-hour reporting period via email to the Fulton County Emergency Management office.
- E. Agency immediately shall notify County of any possibility that Agency may become unable to fulfill its obligations under this Agreement.

6. INSURANCE

A. Agency agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Agency agrees to maintain automobile insurance for injuries arising out

of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Agency shall have the County named as an additional insured in the insurance policy and present the County with a certificate of insurance and make arrangements for automatic notification of the County in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

B. Agency shall defend, indemnify and hold County harmless, as well as the County's elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Agency, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

7. NARCOTICS.

In accordance with the New York State Department of Health, Bureau of Narcotic Enforcement and the New York State Department of Health, Bureau of Emergency Medical Services and Trauma System policy and procedure, Agency, possessing a valid and subsisting license to possess and administer controlled substances, is hereby authorized to utilize said controlled substance license when operating in the County of Fulton pursuant to the County's Ambulance Service Certificate.

8. RESTOCKING

In order to prevent duplicate billing for equipment utilized, Agency shall restock supplies used by the County when the County assists with emergency care. The Transporting Agency shall restock the County's supplies.

9. AVL SYSTEM/SURCHARGE:

County hereby imposes an annual "Automated Vehicle Locater" surcharge to be deducted at the time of the January 30 annual distribution, as follows:

A. Cost:

1) \$75.00 per quarter for each Agency owned and equipped ambulance and fly car used for service to the County; and

B. Agency shall:

- 1) Agree to the installation of the County's designated equipment, presently being the AT&T First-Net AVL equipment, on all of Agency's ambulances and fly-cars.
- 2) keep AVL Devices maintained and operational at all times

C. County shall:

- (1) purchase the AVL equipment from AT&T;
- (2) arrange for AT&T (or another vender) to install the equipment;
- (3) arrange for AT&T repair or replace the equipment as necessary, unless the equipment is damaged intentionally;
- (4) pay the monthly costs associated with data and / or cell service required for AVL units;
- (5) pay the installation costs to have the AT&T equipment installed.
- D. It is understood that devices do not always work when connectivity is not available.

10. NO EMPLOYMENT

Agency's employees shall not be deemed employees of the County. Nothing herein creates an employment relationship which subjects the Agency or its employees/volunteers to the supervision and control of the County or is intended to create any municipal liability for such supervision on behalf of the County.

11. CONFIDENTIALITY

Nothing herein shall entitle the County to the name, address or social security number of any patient served. County will not require Agency to release any patient's medical information.

12. CONTINUATION OF SERVICES

If Agency's services continue to be provided by the request of the County beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

13. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Agency shall have no liability or responsibility for providing services under this Agreement to any person within the County's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

14. GROUNDS FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- A. upon the County's failure to deliver the monies due Agency under this Agreement by the date due, so long as Agency provides thirty (30) days written notice to the County of the date it will stop providing services;
- B. Upon the loss or suspension of Agency's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Agency shall reimburse County for the prorated balance of the fee paid for the then term.
- C. Upon the insolvency or filing for bankruptcy of Agency;
- D. Upon the failure of Agency being able to respond to ninety (90%) percent of the first dispatched ambulance calls in the all of the contracted municipalities collectively, over the period of one year, as further provided for in **Schedule** E.

15. 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 their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

16. 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.

17. 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; 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.

18. <u>HEADINGS</u>

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.

19. 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.

Agency represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement Agency agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Agency, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise

subjected to discrimination either in seeking service by or employment with Agency. Agency is non-sectarian, and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Agency agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the County to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Agency to be kept or performed, and such breach/default is established, Agency shall pay the County all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the County to the Agency, should County be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the nonbreaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the County being able to take any action.

20. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

21. COUNTERPARTS

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

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Fulton 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.

23. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

24. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

25. 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. Further, 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.

Dated: December _____, 2023

SCHEDULE A BILLING FEE SCHEDULE APPROVED BY COUNTY OF FULTON

ALS 1:	Base Rate	\$1,500.00
ALS 2	Base Rate	\$1,650.00
BLS Emergency	Base Rate	\$1,200.00
BLS Non-Emergency	Base Rate	\$1,200.00
Loaded Mile		\$35/mile
On Scene BLS – No Transport		\$200.00
On Scene ALS – No Transport		\$500.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

COUNTY OF FULTON, NEW YORK				
BY:				
	?			
CITY OF JOHNS	TOWN, NEW YORK.			
BY:				