

**Inter-Municipal Agreement
for Emergency Medical Services**

WHEREAS, municipalities, pursuant to Article 5-G of the General Municipal Law, may join together in inter-municipal agreements to provide joint services to their citizens; and

WHEREAS, Section 122-b of the General Municipal Law specifically authorizes municipalities to join together to support Emergency Medical Services (EMS), including ambulance services; and

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

WHEREAS, it is in the best interest of the citizens of the City of Rye and the Villages of Port Chester and Rye Brook to join in an inter-municipal cooperative agreement in regard to emergency medical services provided to residents of the three 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 three communities join together to create an EMS Inter-Municipal Cooperative Agreement, and further agree as follows:

1. Requirements for Membership. Requirements for joining the EMS Inter-Municipal Cooperative Agreement shall include all of the following:

- A. The jurisdiction shall approve and execute this EMS Inter-Municipal Cooperative Agreement.
- B. The 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 the Agreement, the following definitions shall apply:
- A. **Ambulance** means any motor vehicle with facilities to convey infirmed or injured persons, regardless of their physical condition, secured to a cot, reclining, seated on a bench or in a wheelchair, to or from health care facilities.
 - B. **Ambulance Service Provider** means the current Operations Contractor, and any other organization which may be authorized to transport non-emergency patients pursuant to the requirements of New York statutes and in accordance with the policies established by the signers of the Inter-Municipal Agreement.
 - C. **Base Station Physician** means a licensed emergency physician knowledgeable in the medical protocols, radio procedures and general operating policies of the Regional EMS System, and a person from who emergency medical technicians, at any training level, may take medical direction by radio or other remote communication device.
 - D. **Contract for Special Arrangements** means the contract which operated between a jurisdiction served by the ambulance service provider which defines the terms of any special arrangements which have been agreed to regarding subsidy, fee schedules, or response times within that jurisdiction.
 - E. **Corps** means the Port Chester, Rye, Rye Brook Volunteer Ambulance Corps, Inc.
 - F. **Emergency Call** means any request for ambulance services which may be of a life- or limb-threatening nature, and which apparently requires immediate response by an ambulance. Such calls may be designated Priority 1 or Priority 2, as defined herein.
 - G. **Emergency Medical Personnel** means those persons as defined and described in the New York State Health Code part 800, who shall have the authority to perform the acts described therein.
 - H. **Emergency Medical Services (EMS) System** means those organizations, individuals, facilities and equipment which participate directly in the delivery of EMS, as defined herein, throughout the Service Area.

- I. **Emergency Medical Services Committee (EMSC)** means the committee of appointed individuals designated by the Village of Port Chester, City of Rye, and Village of Rye Brook to advise the communities on the administration of this inter-municipal agreement and any contract for services entered into by the communities for EMS services.
- J. **EMS Control Center or Control Center** means the single facility which is the central communications center from which all ambulances operating in the service area shall be dispatched and controlled, and which receives all 911 emergency medical calls.
- K. **EMS Inter-Municipal Agreement** means this agreement, hereinafter referred to as "Agreement."
- L. **EMS** means Emergency Medical Services, including both emergency and non-emergency medical services.
- M. **First Responder** means any person, fire department vehicle, police vehicle or non-transporting ambulance unit capable of providing appropriate first responder service, under the first responder program authorized by the Medical Director.
- N. **Mutual Aid Agreement** means a written agreement between one or more providers of emergency medical services whereby the signing parties agree to lend aid to one another under conditions specified in the agreement.
- O. **Operations Contractor** means that entity authorized by the municipalities to provide emergency ambulance services to service area.

- P. **Patient** means an individual who is either ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position under applicable Medical Protocols.
- Q. **Person** means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.
- R. **Primary Service Area** means that area which is contained within the boundaries of the municipal limits of those communities signing the EMS Inter-Municipal Agreement.

3. **Emergency Medical Services Committee (EMSC):**

- A. There shall be six (6) voting members and two (2) ex-officio (non-voting) members. Three shall be the chief appointed administrative officers of each community or their designees. Three shall be community residents (one from each community) recommended by the Corps and ratified by joint resolution of the municipalities. The slate shall be proposed by the Corps and must be either accepted or rejected without substitution. The community representatives will consist of persons with the following or similar professional qualifications:
 - 1. Key executive of local industry.
 - 2. Senior partner of a law firm.
 - 3. Senior accounting partner or financial institution officer.
- B. Committee appointments of the community representatives shall be for three-year terms. The terms of the appointments shall be staggered in a manner to assure consistency to act.
- C. The Administrator of the Corps and the Medical Director shall serve as ex-officio (non-voting) members of the EMSC.

- D. The committee members shall elect among themselves a Chair, Vice-Chair. The recording secretary for the EMSC being the Administrator of the Corps. The recording secretary shall convene all meetings, make arrangements and prepare meeting minutes as directed by the Board.
 - E. The Committee shall be proportionally adjusted should additional communities desire to join or participate in the Inter-Municipal Agreement.
 - F. Committee appointments shall be made within 30 days of the effective date of this agreement. Until community representative appointments become effective, the administrative officers shall serve as the interim Committee.
 - G. The Committee shall monitor the compliance with the operational and financial terms of the operations contractor agreement. This shall include, at a minimum, a quarterly review of response time compliance, financial reports, and citizen input.
 - H. The Committee shall review and approve the annual appropriation request of the Corps before its submission to the governing boards of the participating communities.
4. **Subsidy Provisions.** The communities signing this Inter-Municipal Agreement agree to provide local tax subsidies for the EMS system as called for in the Agreement between the three municipalities and the Port Chester-Rye-Rye Brook Ambulance Corps, Inc. Seventy-five (75%) percent of the cost of the subsidy shall be shared equally by the three communities, with the remaining twenty-five (25%) percent to be shared, computed and paid based on the population of each of the three participating communities.
5. **Termination.** Each member jurisdiction's participation in this Agreement may be separately terminated upon 240 days advance notice. However, in the event this Agreement is terminated any money remains in the Contract Fund, and all such money shall be distributed, pro rata, based upon the number of transports originating within each member-jurisdiction within the immediately preceding twelve month period to the governing body of each member jurisdiction.

6. **Signatures.** The City of Rye and the Villages of Port Chester and Rye Brook are the initial signatories to this EMS Inter-Municipal Agreement and recognize that additional jurisdictions may join with the EMS Inter-Municipal Agreement. Provided such newly added entities shall meet the Requirements for Membership, approved by the governing body of that entity, shall automatically entitle that entity to the benefits and responsibilities of membership in this EMS Inter-Municipal Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

22nd day of November, 1994.

Village of Port Chester

By: Michael J. Graessle
Village Manager

CITY OF RYE

By: [Signature]
City Manager

VILLAGE OF RYE BROOK

By: Salvatore M. Crisay
Mayor