

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
EMPIRE AMBULANCE SERVICE**

This Agreement ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Empire Ambulance Service** ("Empire") with a place of business at 14 Corporate Dr., Clifton Park, NY 12065.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for emergency ambulance services and Empire is duly licensed and proficient in the field of emergency ambulance services;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and Empire hereby agree as follows:

1. SCOPE OF SERVICES

- 1.1 EMPIRE shall provide in a backup capacity a Paramedic level ambulance service in cooperation with the Emergency Medical Ambulance and Advanced Life Services provided by the Saratoga Springs Fire Department on all calls assigned to it, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five days per year to the City.
- 1.2 EMPIRE will be required, upon request by the City, to immediately dispatch and promptly respond with the requested number of ambulances to the location of any City Fire Department call. EMPIRE shall ARRIVE ON SCENE to at least ninety percent (90%) of "C, D and Echo" calls within eight (8) minutes or less and at least ninety percent (90%) of "A and B" calls within twelve (12) minutes or less. EMPIRE shall provide one (1) or more ambulances on a stand-by basis at all working fires, significant HAZ-MAT incidents in the City if requested by the City at no cost to the City. The City Fire Department shall have patient care control of all BLS and ALS services in the City and the City Fire Department shall be in charge at all calls in which both the City and EMPIRE participate.
- 1.3 EMPIRE shall keep its ambulances maintained so that its mechanical features such as heat, air conditioning, interior and exterior lighting, emergency lighting, audible warning devices, etc. are in good working order at all times. The Empire's ambulances will be required to meet and maintain all of the standards as specified in the certification listing for New York State Ambulances and all Department of Transportation and Traffic Safety standards.
- 1.4 The crew of each ambulance used by EMPIRE on the City calls will consist, at minimum; of one (1) New York certified Emergency Medical Technician Paramedic and one (1) New York certified Emergency Medical Technician. Further, each ambulance used by EMPIRE shall be required to have suitable equipment in the patient compartment area for direct communications to the hospitals and medical control by the Paramedic.
- 1.5 EMPIRE shall maintain necessary licenses, certifications, registrations, permits required by ordinance, law, or by contract to perform the services contemplated by this Agreement.
- 1.6 EMPIRE shall produce, on a monthly basis, a report of all Basic Life Support and Advanced Life Support transports provided. Said monthly reports shall identify the date, time, address, and the method of payment.

Empire shall provide to the City the products and services set forth herein. Empire assumes full responsibility for the provision of the products and services made available in this Agreement. Empire shall be so liable even when Empire subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. EMPIRE RESPONSIBILITIES

Empire shall provide services as outlined in this Agreement.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

- 4.1 In the event that a Saratoga Springs Fire Department Advanced Life Support Provider provides advanced life support to a patient transported by EMPIRE, EMPIRE shall bill third-party payors for said services. EMPIRE shall pay to the City (100%) of all monies received by EMPIRE from third-party payors and/or patients, which represent compensation for City of Saratoga Springs Fire Department Advanced Life Support Services provided. For the purpose of this Agreement, a qualified Advanced Life Support transport is an EMPIRE transport where Advanced Life Support services are provided by qualified Saratoga Springs Fire Department personnel and where medical necessity and all other pre-conditions to third-party reimbursement to EMPIRE for Advanced Life Support services exist and are accepted by the applicable third-party payor and/or appropriate government entity. In the event that post-payment review by any third-party payor or appropriate government entity results in a determination that any Advanced Life Support services, for which payment to the City was made under this AGREEMENT, were not performed under circumstances that would make said services part of a qualified Advanced Life Support services transport, the City shall reimburse EMPIRE for the payments made to the City for said services. The City shall maintain appropriate records of its Advanced Life Support services and agrees to provide copies of such records as may be requested to assist EMPIRE in obtaining reimbursement for qualified Advanced Life Support transports.
- 4.2 EMPIRE shall provide the City with an accounting of all monies requested, received, obtained, collected, and paid by EMPIRE under this Agreement. Said accounting shall include monthly reports and a fiscal yearend report which details how many and which accounts were collected on, the individual amounts, the total dollar amount collected, the amount remitted to the City.

No City employee, including the Project Manager named in Section 8 has the authority to request that Empire perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in this Agreement.

EMPIRE and the City shall each maintain, during the term of this Agreement and for a period of six (6) years following the expiration of this Agreement, proper and full accounting records with regard to the services provided and monies received and exchanged under this Agreement. Such records shall be subject to periodic review and audit by either party.

5. TERM

The term of this Agreement shall commence on the date of approval of this Agreement by the City Council of the City for a period of 12 months. Empire and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to Empire at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by Empire in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to Empire in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to Empire for products delivered and services rendered by Empire pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, Empire shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by Empire of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to Empire for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by Empire will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

Empire shall provide itemized statements monthly to be reviewed and approved by the City. Statements must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payments to the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that Empire perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in this Agreement.

8. NOTICE

The Commissioner of Public Safety is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for Empire is Stephen P Retzlaff.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Safety
 City of Saratoga Springs
 474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
 City of Saratoga Springs
 474 Broadway, Saratoga Springs, NY 12866

To Empire: Stephen P. Retzlaff, President
 Empire Ambulance Service
 130 Remsen Street, Suite 301, Cohoes, NY 12047

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Empire, the City may disclose to Empire information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by Empire. Empire shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. Empire agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Empire, (ii) is or becomes available to Empire on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within Empire's possession prior to its being furnished to Empire by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases Empire shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by Empire from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Empire representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by Empire. Empire shall be permitted to retain one copy of internal memoranda and other documents, developed by Empire during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter Empire's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

EMPIRE intends to occupy the current facility owned by the City of Saratoga Springs, located adjacent to Fire Station #2, 166 West Ave, Saratoga Springs, New York 12866. EMPIRE agrees to lease the facility for Thirty Thousand Dollars (\$30,000) annually. Payments to be made in equal monthly installments of twelve monthly payments of Two Thousand Five Hundred Dollars (\$2,500.00 due on the first of each month.) EMPIRE shall be responsible for the following:

- 10.1 All information and materials received hereunder by Empire from the City are and shall remain the sole and exclusive property of the City and Empire shall have no right, title or interest in or to any such information or materials by virtue of their use or possession hereunder by Empire.
- 10.2 **Utilities:** Empire agrees to pay all utilities of leased premises, including, but not limited to, water, sewer, electric, telephone, cable and natural gas costs.
- 10.3 **Taxes:** As the leased premises is owned by the City of Saratoga Springs, New York, no property taxes are payable.
- 10.4 **Use:** Empire agrees to use premises only for the lawful purpose of an ambulance facility. Should Empire wish to use the space for any other purposes, Empire must obtain prior written approval from the City agreeing to such modified use.

- 10.5 **Cleanliness:** Empire shall keep the leased premises themselves neat and clean, at Empire own expense.
- 10.6 **Repairs:** The City's Department of Public Safety (DPS) shall be responsible for all necessary repairs, and their associated costs, to the structure of the building and the electrical, plumbing and heating systems. Only with the prior written approval of the City, Empire shall be responsible for effecting and paying for any repairs to alterations of the structure of the building or the electrical, plumbing or heating systems, which were made by Empire. Empire is responsible for effecting and paying for any repairs made necessary by said alterations. Empire shall be responsible for effecting and paying for any repairs made necessary by the willful or negligent acts of Empire or Empire's agents, contractors, employees, invitees, or licensees. Empire shall be responsible for any necessary repair of furniture and furnishings within the building. The City DPS shall make all repairs required by this agreement in a time frame consistent with its repairs for other City owned buildings. Repairs of an emergency nature, i.e. restoration of lost heat during winter, shall be made by City DPS as soon as practicable.
- 10.7 **Alterations:** Empire agrees not to make any alterations without the City's prior written approval. Said alterations become the property of the City and are to be left behind at the end of the term of the lease. The City may demand the removal of said alterations and the restoration to original condition at the expense of Empire at the end of the lease, if the removal is required in the original written approval of the alteration.
- 10.8 **Assignment of Facility:** This use of this space may not be assigned nor the premises sublet without the prior written approval of the City.
- 10.9 **Access:** The City or its agents or officials shall have the right to enter the premises at the City's discretion. The Parties acknowledge that the premises may be utilized as an Emergency Shelter by the City. The City will provide notification to Empire regarding such use, as soon as reasonably practicable.
- 10.10 **Quiet Enjoyment:** The City agrees that if Empire complies with all the other terms and conditions of this lease, then Empire may peaceably and quietly have, hold and enjoy the premises leased hereunder for the term of this Agreement. Empire shall be responsible for adhering to local, state and federal guidelines pertaining to all of its activities including those activities that pertain to the health and safety of its community.
- 10.11 **Maintenance:** The City's Department of Public Safety (DPS) shall be responsible for snow removal from the parking lot, driveway, sidewalks and entranceways located at the premises, including the associated costs thereof. Empire shall maintain all sidewalks and entranceways in a safe condition, except for snow removal. Empire shall be responsible for maintaining sidewalks, entranceways, and stairways free of all debris and obstructions, at Empire's sole cost and expense. The City's DPS shall be responsible for maintaining the lawn areas at the premises by cutting grass and raking leaves as needed. Empire shall provide all necessary janitorial services at the premises, including trash removal. Empire shall be responsible for replacing all light bulbs which can be replaced without equipment. The City DPS shall be responsible for replacing all light bulbs which can only be replaced with the use of a ladder or other elevating equipment or device.
- 10.12 **Notification:** Empire shall have the responsibility of promptly informing the City DPS of any material condition that affects the safety of the premises.

11. RETENTION OF RECORDS

Empire shall make available to the City all information pertinent to Agreement, including reports, studies and any other data. All original records generated as a result of the project shall be maintained by Empire for a period of six (6) years after the expiration of the Agreement. Upon reasonable request, copies of those records shall be provided to the City at no cost.

12. DEFAULT

In case of default in any of the covenants herein, the City may enforce the performance of this agreement in any manner provided by law. This Agreement may be terminated at the City's discretion if such default continues for a period of sixty (60) days after the City notifies Empire of such default and its intention to terminate. Such notice shall be sent by the City by mail or otherwise to Empire's address noted within this Agreement; and thereupon (unless Empire shall have completely removed or cured said default) this Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City's agent or attorney shall then have the right, without further notice or demand, to re-enter and remove all persons and Empire's property therefrom as allowed by law. If, on account of breach or default by Empire of any of Empire's obligations hereunder, it shall become necessary for the City to incur expenses to enforce or defend any of the City's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by the City, including attorneys' fees, shall be paid by Empire. Attorney's fees shall be due to the City, regardless of whether the attorney(s) used are employees or independent contractors working on behalf of the City.

13. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS

The parties to this Agreement shall comply with all of the ordinances, local laws, resolutions, and Charter of the City of Saratoga Springs and comply with all local, state and federal laws, rules, statutes, codes, regulations and ordinances. The parties to the Agreement each represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including but not limited to 42 U.S.C. 1320a-7b and such laws relating to contracting among persons, one or both of whom are qualified providers or accepting payment under Medicaid or Medicare programs. The rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent non-compliance with such laws.

14. CONFLICTS OF INTEREST

Empire represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

15. PUBLICITY

Empire shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Empire's website. Empire shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. Empire shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

16. RELATIONSHIP

No staff member, officer, director or person employed by Empire in connection with this Agreement shall be considered or deemed to be an employee of the City or represent him or herself as an employee of the City.

17. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for Empire. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of Empire's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. Empire acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event Empire utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by Empire. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contact as executed.

Before commencing work under this Agreement, Empire shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that Empire has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of Empire to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

- a. Empire shall procure and maintain during the term of this contract, at Empire's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
- b. Empire shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
- c. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by Empire.
- d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
- e. Empire may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
- f. The Office of Risk & Safety Management must approve all insurance certificates.
- g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.

- h. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide).
- i. If Empire fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract;
- (1.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
- (2.) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to Empire.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- Commercial General Liability Including Completed Products and Operations, Personal Liability and Healthcare Liability Insurance: One Million Dollars per Occurrence with Three Million Dollars Aggregate
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: One Million Dollars per Occurrence Aggregate
- Proof of Property Insurance for Empire Owned Contents

Required Workers Compensation Insurance – Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

18. LIABILITY

Empire assumes all risks in the performance of all its activities authorized by this Agreement. Empire hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. Empire shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by Empire, its contractors, subcontractors, agents, or employees. Empire's responsibility under this section shall not be limited to the required or available insurance coverage.

19. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

20. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

21. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any

and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

22. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to Empire herein may not be assigned without the prior written consent of the City.

23. ASSIGNMENT

Empire shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

24. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

25. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;

Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

26. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, Empire and each person signing on behalf of any Empire certifies, and, in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this quotation have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Empire or with any competitor; and

Unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by Empire and will not knowingly be disclosed by Empire prior to opening, directly or indirectly, to any other Empire or to any competitor; and

City Saratoga Springs Empire Ambulance

No attempt has been made or will be made by Empire to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

27. APPENDICES

Empire, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement: Appendix A: Vendor/Supplier Code of Conduct

28. EXECUTION

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Empire Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

CITY
Signature: _____
Date: _____
Print Name: _____
Title: _____

EMPIRE
Signature: Stephen P. Retzlaff
Date: 1/29/15
Print Name: STEPHEN P. RETZLAFF
Title: PRES

City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

SS:

COUNTY OF Saratoga)

ON THIS 29th DAY OF January 2015 BEFORE ME PERSONALLY CAME
Stephen P. Retziuff TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN Troy, New York, THAT HE/SHE IS THE
President OF THE Empire Ambulance
Service

THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY
THE ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS
NAME THERETO BY LIKE ORDER.

Kathleen St. Gelais
NOTARY PUBLIC

KATHLEEN ST. GELAIS
NOTARY PUBLIC, State of New York
Reg. No. 01ST6044156
Qualified in Rensselaer County
Commission Expires July 3, 2018

APPENDIX A



**CITY OF SARATOGA SPRINGS, NEW YORK
VENDOR/SUPPLIER CODE OF CONDUCT**

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgment

The undersigned vendor/supplier hereby acknowledges that it has received the city of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Officer: _____

Signature: Stephen P. Reteloff

Printed Name: STEPHEN P. RETELOFF

Title: PRES.

Date: 1/29/15