

RESOLUTION NO.: 59 - 2013

OF

MARCH 25, 2013

**A RESOLUTION DESIGNATING MOBILE LIFE SUPPORT SERVICES, INC.
AS THE DESIGNATED PROVIDER OF EMERGENCY MEDICAL SERVICES
FOR THE CITY OF NEWBURGH IN ACCORDANCE WITH THE TERMS OF
AN AGREEMENT BETWEEN THE PARTIES AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A RENEWAL OF SAID AGREEMENT**

WHEREAS, by Resolution No. 73 - 2006 of April 10, 2006 the City of Newburgh entered into a contract with Mobile Life Support Services, Inc. ("MLSS") to provide Emergency Medical Services ("EMS") in and for the City of Newburgh; and

WHEREAS, by Resolution No. 68-2011 of March 28, 2011, the City of Newburgh renewed the contract with MLSS for an additional 2 year agreement in the form attached hereto; and

WHEREAS, the parties wish to designate MLSS as the provider of EMS for the City of Newburgh and renew the terms of said agreement for another two year term on condition that MLSS will continuously provide its resources sufficient to meet the EMS needs of the City of Newburgh and its citizens; and

WHEREAS, the City of Newburgh shall not be liable for any costs or expenses to MLSS in this regard; and

WHEREAS, a copy of such agreement is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such agreement and determined it to be in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute and enter into an agreement with Mobile Life Support Services, Inc. in the form attached hereto.

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2013, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **MOBILE LIFE SUPPORT SERVICES, INC. ("MLSS")**, a firm with principal offices at 3188 Route 9W, New Windsor, New York 12553, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning April 1, 2013, and ending March 31, 2015.

ARTICLE 3. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 4. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 5. INDEPENDENT CONTRACTOR

In performing the SERVICES under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of

the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary

to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 7. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 8. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 9. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed.

Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any

other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 10. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether

incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 11. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all

liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 12. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 13. TERMINATION

The CITY may, by written notice to VENDOR effective six (6) months upon mailing and failure of VENDOR to cure within such six (6) month period, terminate this Agreement in whole upon the material default of VENDOR to comply with any of the terms or conditions of this agreement, or (ii) upon the VENDOR becoming insolvent or bankrupt.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County.

ARTICLE 15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 16. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 17. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

MOBILE LIFE SUPPORT SERVICES, INC.

BY: _____
RICHARD F. HERBEK,
CITY MANAGER

BY: _____
SCOTT WOEBSE
VICE PRESIDENT & COO

DATE: _____

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

SCHEDULE A
SCOPE OF SERVICES

PROPOSAL TO PROVIDE
**EMERGENCY MEDICAL
SERVICES,
RESPONSE AND TRANSPORT
FOR THE
CITY OF NEWBURGH**



SUBMITTED BY
**MOBILE LIFE SUPPORT
SERVICES, INC.**

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March 24, 2011

Mayor Nicholas Valentine, and
Members of the City Council
City Hall
83 Broadway
Newburgh, New York 12550

Dear Mayor Valentine and City Council Members:

This year Mobile Life Support Services will celebrate its 30th year of service to the City of Newburgh and communities throughout the Hudson Valley. Mobile Life Support Services was born on Dubois Street, and has continued to reinvest in itself and continued to grow, and has become a nationally recognized EMS agency of excellence. As a women-owned business, City of Newburgh property owner and taxpayer, I am extremely proud to be one of the City's success stories. I am also pleased that throughout the thirty years *we have never charged the City for the EMS coverage we provide, and we have no intention of doing so in the future.*

As our current contract expires on April 1, 2011, I would like to submit the attached EMS proposal for your consideration. This proposal is based upon a two (2) year agreement. I believe it will address any questions or concerns regarding our current and future performance as well as including some future initiatives including:

- A 911 Response Time *better* than the recognized national standard. If Mobile Life fails to achieve this standard, A penalty clause will be implemented.
- Creation of an Emergency Services Task Force
- Providing CPR training and defibrillators to the City in a Healthy Newburgh Program.
- Recruitment, training, and employment of eligible City residents for EMS careers.
- Becoming the lead sponsor for the annual Newburgh Night Out Against Crime.
- Detailed descriptions of the other ancillary services that we make available to the City.

I sincerely hope you will consider this proposal and grant us the opportunity to continue to serve the community where Mobile Life Support Services started three

decades ago. It might also be both helpful and educational for you to see first-hand the technology and people that are working behind the scenes to make sure that you have highly trained EMS professionals respond in a timely manner when and where you need them. I invite you to tour our facility at your convenience. Thank you.

In service,

Gayle Metzger RN, BA
President and CEO
Mobile Life Support Services, Inc.

Proposal to Provide

Emergency Medical Services
(EMS)

For the

City of Newburgh

Proposal to Provide
Emergency Medical Services (EMS)
For the City of Newburgh

Under this two (2) year proposal, Mobile Life Support Services (MLSS) would offer the City of Newburgh the following services that would provide a state-of-the-art, comprehensive Emergency Medical Service (EMS) Plan of coverage to the City and its residents *at no cost to the City*.

Emergency 911 EMS Coverage

MLSS will provide a minimum of two (2) fully equipped and staffed Paramedic Ambulances dedicated to covering all 911 EMS calls originating in the City of Newburgh twenty-four (24) hours a day. In addition, when emergency call volume arises that exceeds the ability of these units to respond without delay to a 911 call, additional on-duty Paramedic ambulances located in the City will be utilized to either respond to the scene or to standby to await additional calls.

Stand-by Coverage

MLSS will provide additional staffed Paramedic Units to be utilized on approved stand-by assignments within the City, and will not utilize the dedicated units for these assignments. In addition, MLSS will provide the resources of our *Special Operations Response Teams (SORT)* and *Tactical Emergency Medical Services (TEMS)* teams for deployment in the City without cost. Additional information on these units is covered later in this proposal. Standby Coverage might be for a single incident such as a working structure fire, or for City sponsored multi-day events at the waterfront, public safety emergency incidents, and events sponsored by local non-profit agencies. While MLSS will provide no-cost coverage to local community agencies for appropriate events they host that require EMS to be present, private for-profit concerns requiring such coverage will be billed for the cost of the required EMS coverage.

Response Time Criteria

MLSS does not delineate response time criteria on 911 EMS Emergency calls based upon the designations of ALS or BLS. Emergency (Code 3) responses all are held to the same response time criteria. MLSS does recognize the national guidelines of "ALPHA" response calls, which are non-life threats which do not require an emergency response, but do require medical evaluation and possible non-emergency ambulance transportation. This is done to minimize the risk to both EMS responders and the general public caused by an unnecessary emergency response. With this clarification to the RFP criteria, we propose the following:

- Response time: MLSS will adhere to a response time criteria of seven (7) minutes (defined as 0:07:59) in at least 90% of all emergency responses (excluding "ALPHA" responses). Said response time is from the assignment of the 911 call to MLSS until the arrival of a MLSS unit on the scene of the emergency call. This exceeds the nationally accepted response time criteria of eight (8) minutes (0:08:59)

- Penalty: MLSS agrees to compensate the City of Newburgh in the amount of \$1,000.00 per percentage point below the monthly 90% response time performance criteria of seven (7) minutes. For example: If the monthly response time performance averages only 88% of the 911 EMS calls, minus "ALPHA" responses, MLSS would pay the City a penalty of \$2,000.00 for that month.
- Exceptions to response time and penalty commitments: While MLSS has every intention to meet the criteria identified above, we will do so without putting either the MLSS staff or the citizens of the City of Newburgh at risk due to inappropriate emergency responses during weather conditions and situations beyond our control. This can include environmental issues such heavy rain, snow, ice, fog, or flooding conditions, or due to road closings or similar conditions affecting route of travel. Exceptions to the response time criteria will also apply to when the two (2) dedicated ambulances are already on 911 EMS calls in the City and additional units from our fleet will be reassigned to cover additional calls. Should the aforementioned conditions have a negative effect on the response time criteria or penalties, MLSS shall advise the City of the situation and petition for an appropriate exemption.
- Response Time reporting and tracking: While MLSS will submit a response time performance report each month for the determination of adherence to the response time criteria and for the assessment of penalties (if appropriate), the City may request the live-time documentation of any selected 911 responses in question. All MLSS ambulances are equipped with Automatic Vehicle Locators (AVL) and their movements are tracked live-time while being digitally recorded for archiving. In addition, communication between the Emergency Dispatch Center and the ambulances is also digitally recorded and archived.

Certifications:

MLSS is a certified Ambulance service under the New York State Department of Health's Bureau of Emergency Medical Services, and is credentialed by the Hudson Valley Regional Emergency Medical Services Council (HVREMSCO) as an Advanced Life Support Paramedic Service. All MLSS EMS Staff are certified by NYS at either the Emergency Medical Technician (EMT) or Emergency Medical Technician-Paramedic (EMT-P) level of care.

MLSS is also *Nationally Accredited by the Commission on the Accreditation of Ambulance Services (CAAS)*, and is the only privately owned service to qualify for this highest level of distinction in New York State. Additional information about CAAS is provided in this proposal.

2010 EMS CALL
MAPPING

CITY OF NEWBURGH

Proposal Pricing

Proposal Pricing:

Mobile Life Support Services would provide the dedicated E-911 Emergency Medical Services (EMS) for the City of Newburgh with no municipal fee or subsidy for the life of the agreement. The City of Newburgh would not be financially responsible for any uncollected patient invoices or bad debt, and will have no fiduciary responsibility in the housing or operation of the EMS services provided by Mobile Life Support Services.

That Mobile Life Support Services will provide documentation of system performance on a monthly basis and will provide administrative support to representatives of the City of Newburgh to continuously improve the services provided to the citizens of the City, and the preparedness of the City to handle all emergencies it may face.

This proposal also includes the continuation of our existing understanding that the transportation and treatment of anyone in the custody of the Newburgh Police Department and the transportation and treatment of any City officers and employees while at work shall be transported to the hospital at no expense to the City of Newburgh. MLSS reserves the right to bill the patient or their insurer as the financially responsible party for services rendered.

Penalties:

Mobile Life Support Services will pay the City of Newburgh a penalty in the amount of \$1,000.00 per percentage point per month that we fail to provide the nationally recognized response time performance of seven (7) minutes (0:07:59) in 90% of all 911 EMS emergency calls (excluding non-emergent "ALPHA" responses), as identified previously in this Proposal.

City of Newburgh Initiatives

City of Newburgh Initiatives

Mobile Life Support Services, as part of our continuing effort to support our local communities, would like to propose three specific initiatives crafted specifically for the City of Newburgh. These initiatives target the safety and health of those who live, work, and visit the City, and a few of the initiatives can also reduce expenditures the City now funds. All of these initiatives would require coordination between representatives of the City and MLSS, as follows:

Initiative: City of Newburgh Emergency Services Task Force

Under this initiative MLSS would propose that we work with the City leaders and the heads of the various City Emergency services to establish a Task Force that would meet at least monthly to discuss and plan for the effective delivery of all emergency services throughout the City. While MLSS through our SORT and TEMS teams provides emergency support services to the City Police and Fire Departments, a more comprehensive pre-plan for how emergency incidents are handled in the City would benefit all departments and the City collectively. This would aid in planning for large events to be held in the City; emergency conditions secondary to severe weather conditions, incidents of large public gatherings, or similar incidents and conditions.

Initiative: A Heart Healthy Newburgh

Under this initiative we would utilize a grant provided by Mobile Life Support Educational Resources (MLSER), Inc., a not-for-profit 501-C3 foundation started by MLSS for community education endeavors. The grant would be used to improve survivability of cardiac arrest victims in the City of Newburgh, and would include:

- The training of any/all City employees, designated by the City, in the current standards and techniques of performing Cardiopulmonary Resuscitation (CPR), and the use of an automated electronic defibrillator (AED) to defibrillate cardiac arrest victims.
- Outfitting of all trained personnel with individual pocket face-masks for use during CPR, which would protect them from any possible infection.
- The purchase and deployment of AED's into City owned and operated buildings and properties, subject to discussions with the City and the formation of a Healthy Newburgh Action Plan. This will be limited to one (1) AED per contract year.
- Recertification training of all CPR-AED Certified personnel every two years.
- MLSS would coordinate with St. Luke's Cornwall Hospital, the Greater Newburgh Health Center, and the American Heart Association for public education and awareness of Heart Disease and stroke related issues, and the need for good preventive health.

Initiative: Recruitment and Training of Eligible City Residents for Careers in EMS

Under this initiative MLSS would work with representatives of the City, Community Agencies, and Faith-Based Organizations, to identify qualified City residents as candidates to receive free EMS career training and eventual employment as a NYS certified Emergency Medical Technician (EMT). The elements of this specific initiative include:

- Identifying the various stakeholder organizations to participate in a committee for the purpose of the recruitment of qualified candidates.
- Interviewing and evaluating qualified City residents applying for the training opportunity.
- Enrollment of up to five (5) eligible candidates into the certified EMT programs conducted locally each semester by MLSS. This would include additional mentoring of identified students to help them to successfully meet all NYS requirements.
- Providing that the eligible candidates meet the criteria established, they will be hired as an intern at MLSS and receive compensation while they secure EMS experience assigned to a MLSS Ambulance team pending the completion of their NYS Certification process.
- Upon receiving their NYS EMT Certification, and providing all other MLSS employment qualifications are met, the candidate will be offered a full-time EMT position with MLSS. The successful candidate will be compensated as a NYS Certified EMT and receive a paid benefit package, including family health insurance, from MLSS.

Initiative: Lead Sponsor for the Newburgh National Night Out Against Crime

While MLSS has supported the National Night Out Against Crime throughout our service area, we were struck by the plight that the planners faced in 2010. It appeared that the event may have had to be scaled down or possibly cancelled when they were faced with a dramatic reduction in donations used to fund the event. While MLSS stepped in as the lead sponsor on an emergent basis in 2010, we are proposing that, in addition to the other charitable organizations we support in the Newburgh Community, that we will dedicate the funds necessary to be the lead sponsor for the event for the duration of our partnership with the City as their EMS provider. MLSS will coordinate with the planners of the event to establish the required amount to budget for funding each year. We recognized a similar problem a number of years ago, seeing the funding difficulties faced by the Greater Newburgh YMCA and their Camp Robbins. It led us to become a corporate supporter for the YMCA, and today we remain a leading corporate sponsor for the Greater Newburgh YMCA. We view these as investments in the youth of Newburgh.

ADDITIONAL
INFORMATION

Company Information

- Corporate Profile; Administrative Staff; Table of Organization
- National Accreditation by the Commission on Accreditation of Ambulance Services (CAAS)
- Mobile Life Support Services Emergency Communication Center
- Special Operations Response Team (SORT)
- Tactical Emergency Medical Services (TEMS) Team
- NYSP Lifeguard Air Rescue
- Mobile Life Support Services Educational Services
- Continuous Quality Improvement (CQI) Program
- References



Mobile Life Support Services, Inc.



Corporate Profile

The following information sheet will help to familiarize you with Mobile Life Support Services, Inc., and provide you with relevant information about the scope of the services provided.

- Legal Corporate Name: Mobile Life Support Services, Inc.
- Corporate Headquarters: 3188 Route 9W
New Windsor, New York 12553
- Contact Information: Telephone: (845) 562-4368
Fax: (845) 562-4055
E-Mail: Mail@Mobilelife.com
Website: www.Mobilelife.com
- Type of Business: Commercial Paramedic Ambulance Service
- Certified by: New York State Department of Health Bureau of EMS
- National Accreditation: The Commission on Accreditation of Ambulance Services (CAAS)
- Owner: Gayle Metzger RN, President and CEO
- Founded: 1981 By Gayle and Rick (deceased) Metzger in Newburgh, N.Y..
- Area of Operation: Orange, Ulster, Dutchess, and Rockland Counties
- Current Employment: 374 Full and Part Time Staff
- Emergency Vehicles: 60
- Emergency Stations: 21 (See attached map)
- Services Provided: Comprehensive EMS Operations and Training
- 911 Emergency Paramedic Ambulance (47 Ambulances)
 - Paramedic First Response Services (5 Response Units)
 - Emergency and Non-Emergency Ambulance Transportation (Hospitals & Nursing Facilities)
 - Special Operations Response Team (SORT) (3 Units)
 - Tactical Emergency Medical Services (TEMS) Team
 - HAZMAT Response with Orange and Ulster County
 - Helicopter Medevac with NYSP Aviation (*LIFEGUARD-17*)
 - Emergency Communications Center (Secondary 911 PSAP)
 - Leased staffing of Volunteer Ambulance Services

- Special Event EMS Planning and Operations
- Disaster Planning and Training Programs
- Emergency Medical Services Training Division
- Community CPR and First Aid Training
- Medical Billing Services

Communities Served: Provides Primary 911 Services to the following communities:

- City of Newburgh
- City of Middletown
- City of Kingston
- Village of Fishkill
- Village of Wappingers Falls
- Town of Newburgh (New Hamburg Ambulance District)
- Town of Fishkill (Ambulance District No. 1)
- Town of Lloyd
- Town of Marlborough
- Town of Ulster
- Town of Wawayanda
- Town of Rosendale
- Town of Otisville/Mt. Hope

Provide Paramedic and Mutual Aid Services to the following communities:

- Town of Newburgh
- Town of Cornwall
- Town of Highlands
- Town of Montgomery
- Town of Crawford
- Town of Wallkill
- Town of Goshen
- Town of Hamptonburgh
- Town of Chester
- Village of Florida
- Town of Monroe
- Town of Woodbury
- Town of Fishkill
- Town of East Fishkill
- Town of Marlborough
- Town of New Paltz
- Town of New Windsor
- Town of Plattekill
- Town of Rochester
- Hamlet of Wallkill
- Town of Shawangunk

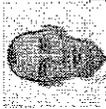
Yearly Call Volume: Over 70,000 calls per year

Mobile Life Support Services Administrative Team

The following is a brief list of the MLSS Administrators. An addendum has been included which includes a more expansive bio on each Administrator that we use in our Staff Orientation Program, as well as our current Organizational Chart.

Gayle Metzger	President and Chief Executive Officer
Scott Woebse	Vice-President and Chief Operating Officer
Edward Horton	Vice President of Staff Development
Timothy Scannell	Chief Financial Officer
Andrew La Marca	Director of Business Development
Kevin Hayes	Director of Logistics
Richard Miller	Director of Operations
William Jeffries	Director of Staff Development

Note: These eight Administrators have a total of 163 years of experience with Mobile Life Support Services, and collectively over 200 years in the EMS Industry.



Kevin Hayes

Kevin started his emergency services career with the Goldenham Fire Department which sponsored him his original EMT course. He was trained at Horton Hospital under the instruction of Andy LaMarca. He joined Mobile Life in July 1987 as an EMT and in 1989 graduated from the Dutchess Community College Paramedic Program. He also worked as a Respiratory Therapist at St. Luke's Hospital. Kevin progressed through the ranks of Mobile Life serving as a Dispatcher, Paramedic, Senior Paramedic and Paramedic Supervisor. In 1998 Kevin was promoted to Assistant Director of Field Operations and then to Director of Field Operations in 2000. Since 2002 Kevin has been functioning as the Director of Logistics, overseeing the information Technology, Equipment, Vehicles and the company's infrastructure. Kevin resides in Montgomery and is the proud father of 2 daughters. Kevin can be reached at 845-562-4388 ext. 208 or khayes@mobilelife.com

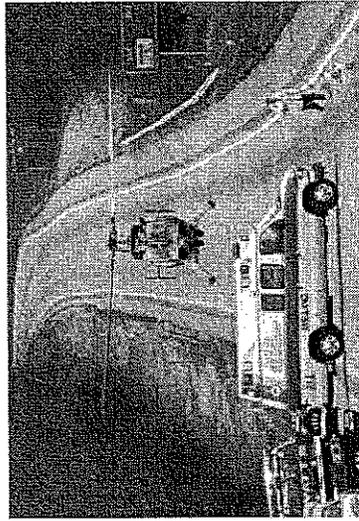


Richard Miller

Rich first joined the Mobile Life team in 1988 as an EMT. Having inherited a penchant for clinical excellence from his father (who has been a Paramedic since 1985) Rich spent many years as a clinician, educator and manager of emergency medical systems. Currently, Rich is the Director of Field Operations for MLSS. As such he is responsible for day to day management and coordination of the MLSS system. Before being promoted to Director of Field Operations he previously served as a Paramedic Field supervisor and Assistant Director of Operations for MLSS. He is the proud father two young children and resides in Montgomery. Rich can be reached at 845-562-4388 ext. 246 or rmiller@mobilelife.com



Mobile Life Support Services,



Gayle Metzger

Chief Executive Officer

Scott Woebse

VP /Chief of Operations

Edward Horton

VP of Staff Development

Timothy Scannell

Chief Financial Officer

Andrew LaMarca

Director of Business

Development

Kevin Hayes

Director of Logistics

Richard Miller

Mobile Life Support Services, Inc.

Corporate Headquarters

3188 Route 9W

New Windsor, NY 12553



Tel: 845-562-4368



Gayle Metzger

Gayle Metzger first became an EMT in 1976 with the New Paltz Rescue Squad. She loved the field of EMS and began working for a private ambulance company as well. In 1980 she married Rick Metzger and took a Level III (Critical Care Technician) class. In 1981, she and Rick incorporated Mobile Life Support. Gayle established the billing department, did most of the creative work (including design of the MLSS patch and Paramedic patch) dispatched, and was the "last crew out" most days and almost every night of the week. Gayle holds an AA degree in Social Science from Ulster Community College, a BS in Psychology from SUNY New Paltz and an RN from Dutchess Community College. She is the author of "Kid-Care, What to do until the Ambulance Arrives" for parents and babysitters, and in 1987 she authored and coordinated a program for Paramedics titled "Mobile Intensive Care Paramedic" which taught Paramedics many Critical Care Nursing skills. The program, in a modified form, is still being taught today. In 1999, upon Rick's sudden death, she took over as President and CEO of Mobile Life Support Services, Inc. She lives in Montgomery with her dad and 2 bloodhounds, Jonah and Dixie. She can be reached at 562-4368, ext. 203 or GMetzger@mobilelifecare.com or on www.myspace.com/Mobilelifefesupportservices



Scott Woebse

Scott is the Vice President / Chief Operations Officer and a member of the Board of Directors of Mobile Life. As Gayle's "right hand" he oversees all operational aspects of Mobile Life. He first joined the Mobile Life team in 1985 as a Paramedic. Before assuming his current post of Chief of Operations, he previously served as a Supervisor, Director of Air-Medical Services, and Director of Human Resources for MLSS. Scott pioneered Advanced Life Support in the New Paltz area of Ulster County and has a long and distinguished history of leadership in EMS throughout the Hudson Valley. He spearheaded the first EMS Flight and Air Rescue Program with the New York State Police in 1984 and continues to provide operational oversight to the Lifeguard Air Rescue program in the Hudson Valley. An expert in system status management, Scott has been instrumental in bringing advanced procedures, system status and resource allocation to the forefront of EMS in the Hudson Valley. Scott resides in New Paltz with his wife and two teenage children. Scott can be reached 845-562-4368 ext. 206 or scwoebse@mobilelifecare.com.



Edward Horton

Ed Horton is the Vice President in charge of Staff Development for Mobile Life Support Services, Inc. In this capacity, he is a member of the MLSS Board of Directors and is administratively responsible for the areas of Human Resources, Quality Improvement and EMS Education. He is also the designated Controlled Substances Agent. Prior to joining the MLSS management team in 1997, he held various administrative and clinical positions in the public, hospital-based, not-for-profit and private sectors of EMS. Ed is a NYS EMS CJC and Regional Faculty member. He is a certified instructor of ACLS, PALS, PHTLS and AMLS. He is actively involved with the Hudson Valley Regional EMS Council and has held various officer positions with that organization since 1980. He is the 1997 recipient of the New York State EMS Council's EMS Leadership Award. He holds a NY SDOH certificate as an EMT-Paramedic and has a Bachelor of Science degree in Nursing and is licensed as a Registered Professional Nurse in the State of New York. He has been involved in EMS since 1974. Ed can be reached at 845-562-4368 ext. 242 or ehorton@mobilelifecare.com.



Timothy Scannell

Born and raised in the Hudson Valley, Tim started his EMS career as a member of the Philipstown VAC in 1986. He joined Mobile Life as an EMT in 1993 after graduating from Northeastern University and working two years at Bankers Trust Co. in New York. He has held various positions at MLSS including Paramedic, Flight Paramedic, Field Supervisor, and Comptroller. He has been Chief Financial Officer since 2005. He is responsible for all financial aspects of Mobile Life Support. Specifically, he serves as Trustee for the 401k plan, is responsible for the billing office, participates in contract design and negotiation, and manages Mobile Life's insurance policies and banking relationships. Tim resides in the Hamlet of Walkkill with his wife Jennifer and daughters Samantha and Sydney. Tim can be reached at 845-562-4368 ext. 222 or tscannell@mobilelifecare.com.



William Jeffries

William began his EMS career as a junior volunteer at the age of 16. While attending college at SUNY New Paltz, he worked nights as an EMT for MLSS to pay for tuition. He completed Paramedic training at Dutchess College where he now holds an Adjunct Faculty position. Will "grew up" in the Mobile Life system serving in the positions of EMT, Paramedic, Flight Paramedic, and Field Supervisor from 1995-2002. Will spent two years serving as the Regional Training Coordinator for the Hudson Valley. He has also previously held management positions

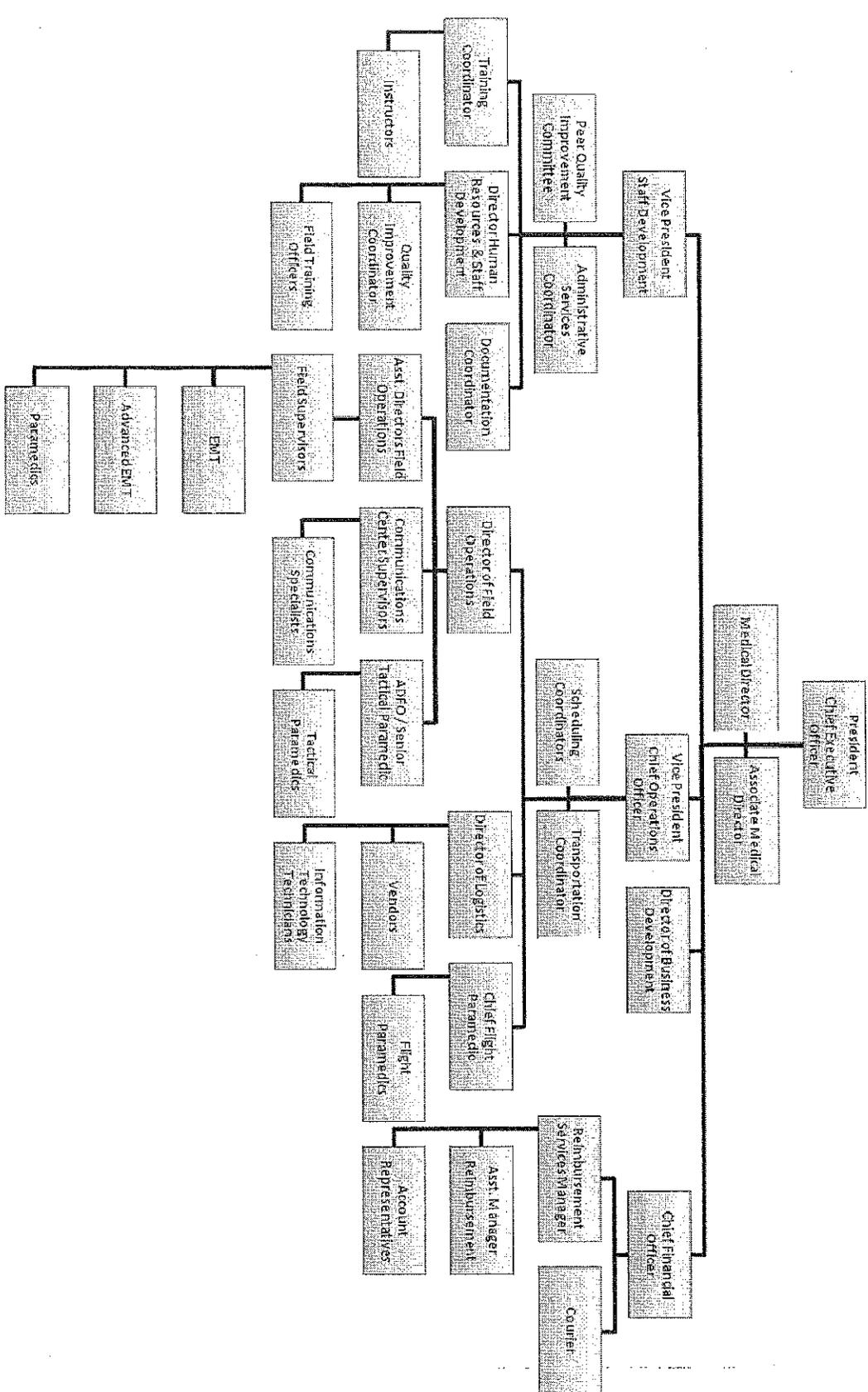
in Quality Assurance, Operations, and Training in NYC. In the fall of 2006, Will returned to his roots at MLSS and became the newest and youngest member of the administrative team. As Director of Staff Development, Will assists the two Vice Presidents in numerous projects, specifically he's responsible for hiring, personnel management, quality improvement, benefits coordination, policy development and orientation of new staff. William can be reached at 845-562-4368 ext. 224 or wjeffries@mobilelifecare.com.



Andy LaMarca

Andy La Marca started his career in EMS by helping to form a volunteer ambulance service in Staten Island in 1972 even before he became an EMT. He was trained as an EMT, EMT Instructor, and subsequently as Paramedic at Beekman Downtown Hospital in their first Paramedic Course, before becoming the EMS Director there in 1977. In 1979 he became the Pre-Hospital Emergency Care Coordinator to run both the Ambulance Service and all EMS Programs at Horton Hospital. In 1991, MLSS agreed to assimilate the Horton Ambulance into its operations and opened its Middletown Station. Andy became the Director of Development and a Paramedic Supervisor at MLSS. Andy is a NYS Regional Faculty Member for the Department of Health, and a longstanding BCLS/ACLS/PALS instructor, faculty member, and volunteer for the AHA. He is a Delegate from the Orange County EMS Council, the Hudson Valley Regional EMS Council, and is the HVEMSCO Delegate at the New York State Emergency Medical Services Council (SEMSCO), where he is the Chair and serves on a number of Committees and Technical Advisory Groups (TAGs). Andy is the current Chairman of the United New York Ambulance Network (UNYAN) which represents the commercial ambulance services in NYS. Andy lives in Greenville (Orange County), has been married to his wife Nancy for 32 years, and has two grown children. Andy can be reached at 845-562-4368 ext. 205 or alamarca@mobilelifecare.com.

Mobile Life Support Services Organizational Chart



National Accreditation

In 1995 the Administration of Mobile Life Support Services decided to voluntarily undergo the outside evaluation of the Commission on Accreditation of Ambulance Services (CAAS). Universally recognized in the EMS industry, CAAS Accreditation epitomizes the “*Gold Standard*” in the delivery of EMS in the United States and Canada. In order to be considered for National Accreditation, each service must ensure that they document and submit all of their internal policies and procedures that cover for example:

- Corporate Organization
- State Certifications
- EMS Operations
- Quality Improvement
- Education and staff development
- Communication Center Operations
- Response Time Performance
- Community Involvement



Once this application reaches the CAAS reviewers, they thoroughly analyze each aspect of the applicant's response, and if acceptable they will schedule a three (3) day on-site audit with a team of independent CAAS reviewers. The typical CAAS audit team is comprised of a Medical Doctor specializing in Emergency Medicine, an EMS Administrator, and a third reviewer with a background in finance and accounting. During their on-site audit the reviewers dictate what they wish to review and who they wish to speak with. Typically they will select EMS staff at random to ensure they are cognizant of the company's policies and procedures, and will meet with the company's Medical Director to verify his/her involvement and oversight. They also interview local hospital representatives, other emergency service agencies, and municipal representatives to evaluate the applicant's overall performance. The review team is not allowed to provide any indication to the applicant of the overall results of the audit, but instead present their findings to the CAAS Board of Commissioners for review. Periodically throughout the year the Board reviews these findings and renders a decision on whether to Accredite the agency or not.

In 1996 we received notice that we were granted National Accreditation, which at that time was only granted to less than 100 EMS agencies. Every three years we must re-apply and undergo the same process. We are proud to say that we have maintained the “Gold Standards” of CAAS ever since we received it, scoring a perfect score without any deficiencies in our last review. There are still only 120 EMS Agencies CAAS accredited.

Our staff is proud to wear the CAAS logo on our uniforms and to display the Accreditation seal on our vehicles. More importantly, those we serve have the assurance of knowing that they are being cared for by some of the best EMS professionals throughout the United States and Canada, and by a company that strives for excellence.

Emergency Communications Center (ECC)



Mission

The MLSS Emergency Communication Center (ECC) is responsible for the coordination and dispatching of all MLSS ambulances and emergency response teams to both Emergency 911 EMS calls and to non-emergency requests for service. The ECC is a secondary Public Service Answering Point (PSAP) for the Orange County 911 Communication Center, and is linked via telephone and radio to both the Ulster and Dutchess County Emergency Communication Center.

Equipment

The MLSS ECC is configurable to support up to seven (7) dispatchers at their own individual dispatch desks. They use a Computer Aided Dispatch (CAD) system that tracks critical dispatch information, data, and response times. Each station is equipped to operate on multiple VHF and UHF radio frequencies and landlines. The ECC is equipped with both battery back-up and an automatic emergency generator capable of supplying uninterrupted power and with a bank of cellular telephones that can be immediately utilized should the landline telephones experience service interruptions. The ECC transmits dispatch information to the responding crew via radio, while simultaneously transmitting the call information to the responding crew's portable computer, which is used to generate the electronic patient care record. Each ambulance is equipped with its own internet WiFi that enables this data transmission between the ECC and ambulance, and also enables the ambulance to transmit medical information and patient EKG data to the receiving hospital.

The ECC is equipped with a digital recording system that records all telephone and radio traffic that passes through the dispatch center, and archives it for future retrieval if necessary. The ECC is also able to track all on-duty units by means of their automatic vehicle locator (AVL) system, which provides the live-time tracking and status of every MLSS emergency vehicle in operation, and project them on each Dispatchers computer monitor as well as on a large map in the ECC. This uses satellite global positioning system technology and updates itself every six (6) seconds.

The ECC also utilizes the nationally approved Priority Medical Dispatching System to provide pre-arrival emergency medical instructions to a 911 caller in order to assist patients until the arrival of the ambulance.

Special Operations Response Team (S.O.R.T.)



Mission

To provide specialized emergency medical support for the following types of incidents:

- Multiple Casualty Incidents (MCI)
- HAZMAT Responses
- Fire ground Firefighter Rehab
- Mass Gathering Events (Planned/Unplanned)
- Medical Facility Evacuations

Equipment

MLSS operates three (3) SORT vehicles, currently deployed for response in the Cities of Newburgh, Middletown, and Kingston. Should MLSS be designated as the EMS responder for the City, a SORT unit will be stationed in the City of Newburgh. Each SORT vehicle is equipped with:

- Bulk medical and trauma supplies
- Portable stretchers and backboards
- Portable chairs
- Portable tents
- Fluid/electrolyte replacement solutions
- Drinking water
- Ice chests
- Cooling/misting fans
- Blankets and towels
- Portable radios
- Extra oxygen tanks

Personnel

MLSS has trained in excess of 75 SORT team members, available for 24/7 emergency recall, to operate the SORT vehicles, supplies, and equipment. SORT members carry MLSS electronic pagers that can be utilized to dispatch them directly to the scene of an incident if necessary, or to one of the MLSS emergency stations to secure additional supplies or vehicles should such be necessary.

Tactical Emergency Medical Services (TEMS) Team



Mission

To provide Advanced Life Support (ALS) Emergency Medical Care to Law Enforcement officers and the general public when deployed in support of:

- Special Weapons and Tactics (SWAT) Teams
- Special Entry Teams
- Active shooter situations
- Hostage situations
- High Risk Warrant Execution/Searches

Equipment

Each TEMS Paramedic Team member is equipped with ballistic body armor and a ballistic helmet, along with an abbreviated set of ALS supplies and equipment. The equipment is designed for portability and mobility, and specifically targets the treatment of traumatic/ballistic injuries. The equipment and supplies are selected to allow the TEMS team to provide ALS care for an extended time period should they be unable to safely evacuate casualties while under fire.

Personnel

Prospective MLSS TEMS team members must meet eligibility requirements covering experience as a paramedic, clinical proficiency, and supervisory references, before undergoing multiple internal interviews. Candidates that are selected are either enrolled in a Federally approved TEMS Training program, or if that is not available, by an in-house TEMS training program utilizing the national curriculum. TEMS team members participate in monthly drills, and can be recalled while off-duty for an active deployment.

TEMS team members are unarmed, and can only function at the direction of the law enforcement team they are deployed to support.

Note: The MLSS TEMS team already has an agreement and with the City of Newburgh Police Department, and has deployed with them numerous times.

Lifeguard Air Rescue



Mission

To provide emergency on-scene advanced life support medical treatment of critically ill or injured patients, and to evacuate them by helicopter directly to a tertiary care hospital. This cooperative program, which we initiated in 1994, utilizes the New York State Police Helicopters and pilots stationed at Stewart International Airport, and Flight Paramedics provided by Mobile Life Support Services. In addition to providing routine medevac services, Lifeguard is equipped with a hoist that the Flight Paramedics can use to rescue and extricate patients in environments where the helicopter cannot land. Lifeguard is also tasked to provide standby logistics and medical support during special operations and events. One of five (5) such programs statewide, the Stewart-based program is the most active.

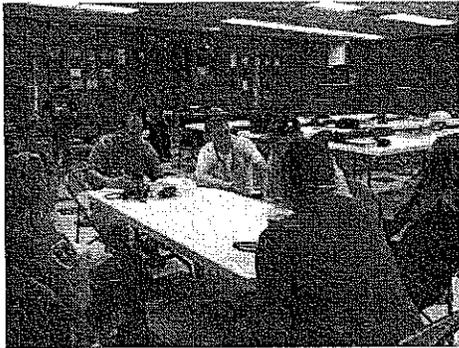
Equipment

The NYSP utilize a twin engine Bell 430 as the primary Lifeguard unit, and utilize a second single engine Bell 407 as a backup craft. Each is outfitted with a full set of ALS equipment along with a hoist and evacuation devices. The helicopters are equipped with forward looking infrared (FLIR) systems to aid them during night flights and limited visibility situations, and aids them in being able locate individuals on the ground.

Personnel

Potential Mobile Life Support Flight Paramedic candidates must meet stringent prerequisites covering experience; skills proficiency; assessment skills; ability to work under pressure; and then must pass two mandatory interviews by a review team. Before receiving Flight Training, each candidate must be vetted by the New York State Police, and if approved can then be put into the training and orientation programs. Flight Paramedics are then scheduled to cover all scheduled hours of operation of Lifeguard and are physically located at the NYSP Aviation unit at Stewart International Airport available for immediate response.

Mobile Life Support Services EMS & Community Education Division



Mission

The MLSS Education Division has three primary missions:

- A. To provide on-going MLSS staff education and certifications.
- B. To provide high-quality EMS education and certification to local EMS, Police, and Fire Departments who require such training.
- C. To provide Community based programming in First Aid, CPR, and numerous health and safety related subjects.

Accreditations

The MLSS Education Division is credentialed by the following agencies to conduct programming:

- A. The New York State Department of Health Bureau of EMS:
 - Certified First Responder (CFR) Original and Refresher Programs
 - Emergency Medical Technician (EMT) Original and Refresher Programs
 - Emergency Medical Technician-Intermediate (EMT-I) Original and Refresher Programs
 - Emergency Medical Technician-Critical Care (EMT-CC) Original and Refresher Programs
 - Emergency Medical Technician-Paramedic (EMT-P) Refresher Program Only.
 - Continuing Medical Education (CME) Refresher Training – Conventional and Internet Based Programs
- B. The American Heart Association
 - Basic Life Support (BLS) CPR – All original and refresher programs
 - First Aid and CPR – All original and refresher programs
 - Advanced Cardiac Life Support (ACLS) Original and Refresher Programs
 - Pediatric Advanced Life Support (PALS) Original and Refresher Programs
- C. The National Association of Emergency Medical Technicians (NAEMT)
 - Pre-Hospital Trauma Life Support (PHTLS)
 - Advanced Medical Life Support (AMLS)

D. Coaching Systems: Coaching the Emergency Vehicle Operator (CEVO)

Personnel

The MLSS Education Division is comprised of over forty (40) instructors and instructor trainers, credentialed to teach either individual or multiple certification level programs. Each year they train over 500 members of local emergency service agencies, and over 1100 members of the community. Many of the instructors are full-time Paramedics and Emergency Medical Technicians with MLSS and their EMS experience greatly adds to their efficacy as instructors.

Continuous Quality Improvement (CQI) Program

Mobile Life Support Service is committed to providing the highest quality of emergency patient care, and a key element of that commitment is to ensure that we closely monitor our overall quality through a number of key indicators, or benchmarks. These benchmarks have been established and monitored over the years, and has led to continuous service improvements that continue today. Some of the benchmarks we monitor are:

- Response time performance
- Patient contact time
- Medical assessments
- Adherence to medical protocols and treatment
- Advanced Life Support skills proficiency
- Controlled substance utilization and documentation
- Medical control contact

The MLSS Medical Director, Anthony Ruvo M.D., and Associate Medical Director, Anuj Vohra, provide system-wide oversight for our Quality Improvement Committee and our full time Quality Improvement Coordinator. The QI Committee meets weekly, and is comprised of MLSS Paramedics, Emergency Medical Technicians (EMT), Administrators, and the QI Coordinator, and provides a peer review on all calls. The QI Coordinator is responsible for the daily review and monitoring of all calls, and to formulate remediation plans to address any specific or general area of concern identified in the CQI process.

In 2009, MLSS implemented an electronic patient recordkeeping system, which takes live-time data transmitted from the MLSS crews in the field by hand held computers. This data is immediately accessible by the QI Coordinator, and the electronic records enable MLSS to analyze system and individual performance to identify any corrections that need to be enacted, or any continuing medical education (CME) that our staff may require to provide the highest quality of patient care.

References



Mobile Life Support Services, Inc.



References – Corporate

John Klassen, Assistant VP
M & T Bank
56 Route 17K
Newburgh, New York 12550
(845) 562-8554

Thomas DiGiovanni, Partner
Vanacore, DeBenedictine, DiGiovanni
& Weddell, LLP
11 Racquet Road
Newburgh, New York 12552-9228
(845) 567-9000

Trish Fisher, President and CEO
Greater Newburgh Y.M.C.A.
377 Broadway
Newburgh, New York 12550
(845) 562-1088

Allan Atzrott, President and CEO
St. Luke's Cornwall Hospital
70 Dubois Street
Newburgh, New York 12550
(845) 568-2222

John Fracasse, Assistant VP
Orange County Trust Company
376 Windsor Highway
Vails Gate, New York 12584
(845) 568-5501

Richard Drake, Esq., Senior Partner
Drake, Loeb, Heller, Kennedy, Gogerty,
Gaba, and Rodd
555 Hudson Valley Avenue
New Windsor, New York 12553
(845) 561-0550

Dr. John D'Ambrosio
Orange County Chamber of Commerce
30 Scott's Corner Drive
Montgomery, New York 12549
(845) 457-9700

References – Municipalities

Mayor Joseph De Stefano
City of Middletown
16 James Street
Middletown, New York 10940
(845) 346-4100

Mayor James Sottile
City of Kingston
420 Broadway
Kingston, New York 12401
(845) 331-0080

Mayor Nicholas Valentine
City of Newburgh
83 Broadway
Newburgh, New York 12550
(845) 569-7310

Supervisor John Ward
Town of Wallkill
600 Route 211 East
Middletown, New York 10940
(845) 692-7832

Mr. John Karge
Village of Wappingers Falls
2628 South Avenue
Wappingers Falls, New York 12590

Supervisor Patricia Myers
Town of Newburgh
1 Overocker Road
Newburgh, New York 12603
(845) 485-3600

Supervisor Robert Gallagher
Town of Rosendale
P.O. Box 423
Rosendale, New York 12472
(845) 658-3159

Mayor James Miccio
Village Trustee Steve LaDue
Village of Fishkill
1095 Main Street
Fishkill, New York 12524
(845) 897-4430
(845) 656-3369

Supervisor Ray Constantino
Town of Lloyd
12 Church Street
Highland, New York 12528
(845) 691-2144

Councilman Rick Affuso
Town of Marlborough
1650 Route 9W
P.O. Box 305
Milton, New York 12547
(845) 795-2220

Supervisor Joan Pagonis
Town of Fishkill
807 Route 52
Fishkill, New York 12524

References – Emergency Services

Fire Services

Fire Chief Sam Barone
Middletown Fire Department
(845) 343-4169

Fire Chief Sam Appa
Ulster Hose Company No. 5
(845) 339-1280

Fire Chief Richard Salzmann
Kingston Fire Department
(845) 331-1959

Fire Chief Christopher Barnhart
Rosendale Fire Department
(845) 658-9220

Chief Daniel Bassanese
Highland Fire District
25 Milton Avenue
Highland, New York
(845) 691-2421

Dean Scofield
Fire Chief
Protection Engine Co.
1032 Main St.
Fishkill, New York 12524
(845) 896-6613

John Paraskeva
Chairman
East Fishkill Fire District
2052 Route 52
Hopewell Junction, New York 12533
(845) 226-1652

Kyle Pottenburgh
Fire Marshall
IBM East Fishkill
2070 Rt. 52
Bldg 308
Hopewell Junction, New York 12533
(845) 894-2392

Law Enforcement

City of Middletown Police Department
2 James Street
Middletown, New York 10940
(845) 343-3151

Chief David Ackert
Town of Lloyd Police Department
25 Milton Avenue
Highland, New York
(845) 691-6102

Major Edward Raso
Station Commander, NYSP Troop F
55 Crystal Run Road
Middletown, New York 10941
(845) 344-5300

Carl E. DuBois, Sheriff
Orange County Sheriff's Office
110 Wells Farm Road
Goshen, New York 10924
(845) 291-4033

Major Robert Kreppin
New York State Police Aviation
739 Albany Shaker Road
Latham, New York 12110
(518) 242-4500

County Emergency Managers

John Murphy
Coordinator
Dutchess County Department of
Emergency Response
392 Creek Road.
Newburgh, New York 12602
(845) 486-208

John Horan
Orange County Fire Coordinator
Orange County Fire Training Center
9 Training Center Lane
New Hampton, New York 10958
(845) 374-1900

Walter Koury, Commissioner
Orange County Emergency
Management
22 Wells Farm Road
Goshen, New York 10924
(845) 615-0400

Arthur Snyder, Director
Ulster County Emergency
Management
238 Golden Hill Drive
Kingston, New York
(845) 331-7000

References – Hospitals

Orange Regional Medical Center
60 Prospect Avenue
Middletown, New York 10940
(845) 343-2424

Jonathan Schiller
Vice President of Administration

Wayne Becker
Vice President of Special Projects

John Bilancione
EMS Outreach Coordinator

St. Francis Hospital and Health Centers
241 North Road
Newburgh, NY 12601
(845) 483-5000

Robert Savage
President and CEO

Nancy DeWitt
Director of Trauma Services

St. Luke's Cornwall Hospital
70 Dubois Street
Newburgh, New York 12550
(845) 561-4400

Alan Atzrott
President and CEO

Kevin Ronk
Vice President of Support Services

Barbara Hermance
E.D. Nursing Director

Northern Dutchess Hospital
6511 Springbrook Avenue
Rhinebeck, New York 12572
(845) 876.3001

Anne Nelson
Vice President of Patient Services

RESOLUTION NO.: 60 - 2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT RENEWAL FOR THE USE OF CLASSROOM SPACE
LOCATED AT 22 GRAND STREET FOR THE PURPOSE OF TRAINING
BY THE MOBILE LIFE SUPPORT SERVICES, INC.**

WHEREAS, by Resolution No. 69-2011 of March 28, 2011, the City of Newburgh authorized a license agreement with Mobile Life Support Services ("MLSS") for the use of classroom space located at 22 Grand Street for the training purposes which include various CPR, First Aid and EMS Certification programs; and

WHEREAS, the term of the agreement was for two (2) years commencing on April 1, 2011 and terminating on March 31, 2013 with an annual license fee of \$40,000.00 per year; and

WHEREAS, the parties wish to renew the license agreement for an additional two year term commencing on April 1, 2013 and terminating on March 31, 2015; and

WHEREAS, the City Council has examined such license agreement, a copy of which is annexed hereto and made a part of this resolution, and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

LICENSE AGREEMENT

This License Agreement, made this ____ day of March, two thousand and thirteen, by and between the CITY OF NEWBURGH (hereinafter "City"), a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as owner of certain premises located at 22 Grand Street in the City of Newburgh, New York as "LICENSOR"; and MOBILE LIFE SUPPORT SERVICES, INC. ("hereinafter "Mobile Life"), a business corporation organized and existing under the laws of the State of New York having a mailing address at 3188 Route 9W, New Windsor, New York 12553 as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and using certain classroom space located at 22 Grand Street, Newburgh, New York as described on Schedule A attached hereto for training purposes;

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's officers, employees, and agents, upon the conditions hereinafter stated, the non-exclusive license or privilege of entering upon certain classroom space located at 22 Grand Street, Newburgh, New York, as described on Schedule A hereto attached hereto (the "Classroom Space"), for training purposes on an as-available basis, for a term of two (2) years commencing on April 1, 2013 and terminating on March 31, 2015. Such training shall include but not be limited to CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents (collectively "Training").

Second: Licensee agrees to undertake the Training in such manner as will fully comply with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: As consideration for this License, Licensee shall pay Licensor a license fee of \$40,000.00 per year, to be paid in quarterly payments of \$10,000.00 each on or before January 1, April 1, July 1, and October 1 of each year of this License Agreement, the first payment to be made on April 1, 2013. Licensor shall not charge Licensee any additional use or maintenance fees for the Classroom Space.

Fourth: Licensee shall notify the Licensor at least ten (10) days in advance of the date of each Training session that it requires the Classroom Room and the anticipated number of participants in such session. The Licensor shall evaluate the request for use of the Classroom Space and shall within two (2) business days advise Licensee whether it is available on such date. If the Classroom Space is not available on such date, Licensor shall

provide Licensee with alternative dates. If none of such alternative dates are acceptable to Licensee, Licensee shall find other space for such Training session at no cost to the Licensor.

Fifth: Licensee shall maintain the Classroom Space in the condition it was found prior to each Training session.

Sixth: Third: In connection with the exercise of the license herein, Licensee agrees to hold Licensor harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Licensee or its agents, servants or employees in the use of said licensing. After such access, Licensee to return the properties to substantially the same condition as existed prior to said access. Licensee shall, at its sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Licensee's actions upon the properties during the term of this Agreement. This insurance policy shall name Licensor as an additional insured and afford protection in limits of not less than \$2,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A-9 or better, provided that, at Licensor's option, such coverage may be effectuated through a blanket policy of insurance so long as the risks in respect of the properties are separately scheduled or identified. Licensee has delivered to Licensor certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Licensor of payment of premiums therefor. Licensee covenants, and this insurance coverage shall include, an agreement by the insurer that the policy shall not be canceled prior to the termination of this Agreement.

THE CITY OF NEWBURGH
LICENSOR

By: _____
RICHARD F. HERBEK, City Manager

MOBILE LIFE SUPPORT SERVICES, INC.
LICENSEE

By: _____
SCOTT WOEBSE, Vice President COO

SCHEDULE A

**Agreement for the Licensing
Of Classroom Space with the
City of Newburgh**

Mobile Life Support Services (MLSS) from time to time requires available classroom space, within the confines of the City of Newburgh, to conduct various CPR, First Aid, and EMS Certification programs for the benefit of both City employees and involved residents. Under this license, MLSS would seek to compensate the City of Newburgh (CITY) for the use of any appropriate classroom space owned and operated by the CITY on an as-available basis, and both parties would agree as follows:

- MLSS would compensate the City of Newburgh in the amount of \$40,000.00 per year for the next two years, commencing April 1, 2011 and concluding March 31, 2013.
- MLSS will pay the licensing fee to the CITY in four (4) equal quarterly payments of \$10,000.00 each, with the first payment due April 1, 2011.
- MLSS will notify the CITY at least ten (10) days in advance of the required date that available classroom space will be required, and the anticipated number of participants that will be attending.
- The CITY will evaluate the request for classroom space, and determine what available classroom space it may have for use on the date(s) in question, and advise MLSS accordingly.
- Should the CITY not have available classroom space on the requested date in question they shall immediately notify MLSS, and efforts will be made to see if an alternative date is acceptable.
- Should MLSS be unable to reschedule the classroom session with the CITY, they will be required to make their own arrangements for suitable classroom space elsewhere with no cost to the CITY.
- MLSS shall maintain any leased classroom space in the condition it was found prior to their use, and will only conduct classroom activities that have been pre-approved by the CITY.
- Under this license, the CITY will not seek any additional use or maintenance fees from MLSS for the use of any classroom authorized by the CITY.

Agreed to

RESOLUTION NO.: 61 - 2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND WRIGHT RISK MANAGEMENT COMPANY LLC
TO PERFORM WORKERS' COMPENSATION CLAIMS RUNOFF SERVICES**

WHEREAS, the City of Newburgh wishes to enter into the annexed agreement with Wright Risk Management Company LLC; and

WHEREAS, the agreement is for providing for the Plan Manager, Wright Risk Management, to provide workers' compensation claims runoff management services for the period of January 1, 2013 to December 31, 2013; and

WHEREAS, Wright Risk Management will perform workers' compensation claims runoff services for City claims that arose prior to March 1, 2008, when the City joined the New York State Municipal Workers' Compensation Alliance; and

WHEREAS, the rate for these services is \$500.00 per Claim per year or portion thereof; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Wright Risk Management Company LLC, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation claims runoff management services.



Risk Management

CLAIMS RUNOFF MANAGEMENT AGREEMENT (this "Runoff Agreement") dated January 1, 2013 ("Effective Date") between the City of Newburgh, a municipality with its primary address at City Hall, 83 Broadway, Newburgh, NY 12550 ("Member"), and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 333 Earle Ovington Boulevard, Suite 505, Uniondale, NY 11553-3624 ("Plan Manager").

RECITALS

WHEREAS, on March 1, 2008 ("Membership Date"), Member became a member of the New York State Municipal Workers' Compensation Alliance (the "Plan"), a cooperative workers' compensation plan for member municipalities (the "Members"), with a principal location at c/o Association of Towns of the State of New York, 146 State Street, Albany, NY 12207; and

WHEREAS, the Plan has retained the program management and other professional services of the Plan Manager pursuant to a management agreement ("Management Agreement"); and

WHEREAS, the Member has incurred certain workers' compensation and employer's liability claims prior to the Membership Date ("the Claims"), and desires that the Plan Manager manage the Claims.

NOW, THEREFORE, the Member hereby engages the services of the Plan Manager, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM.

A. This Runoff Agreement shall be effective commencing on the Effective Date set forth above, and shall continue in effect until December 31, 2013. At the conclusion of the initial term or any additional term, this Runoff Agreement shall automatically renew for an additional term of one year, unless either party gives the other party written notice of its intention not to renew this Runoff Agreement at least thirty (30) days prior to the expiration of the then current term.

B. This Runoff Agreement will terminate effective on the date the Member withdraws or is terminated as a member of the Plan.

II. CLAIM MANAGEMENT SERVICES.

A. During the term of this Runoff Agreement, the Plan Manager will provide claims management services for the Claims, contingent upon the Member remaining a member of the Plan. Notwithstanding, the services provided and the Claims managed under this Runoff Agreement are separate from the services provided and the claims managed by the Plan Manager for the Plan under the Management Agreement. Except for the Member, the Plan and its Members shall have no liability arising from this Runoff Agreement or any of the Claims. The Member shall pay all amounts, fees, and expenses relating to the Claims, using funds established by the Member to finance its workers' compensation obligations (the "Self-Insured Fund").

B. In cooperation with Member, the Plan Manager will design and implement the internal claims reporting system for Member to report Claims that have not yet been reported. The Plan Manager will cooperate with the Member to accomplish the transfer of the Claims that have already been reported; provided that, the Plan Manager shall have no responsibility for managing the Claims until all information relating to the Claims has been received by the Plan Manager. This paragraph shall only apply in the first year that the Plan Manager is handling the Claims.

C. Once a Claim is reported or transferred to the Plan Manager, the Plan Manager will review the Claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services, and the fees and expenses for such services shall be allocated loss adjustment expense that will be charged against the Self-Insured Fund.

D. If it is determined that a Claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the Member to make payments in accordance with statutory requirements and mandated fee schedules. The Member is responsible for providing any information necessary to complete all forms.

E. If it is determined that a Claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the Claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the Member may be reimbursed for payments made. The costs of retaining third party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. The Plan Manager will provide supervisory services for the Claims during the term of this Runoff Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the Member as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

I. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with Member personnel to ensure timely and appropriate payment. The payment procedure is set forth in Exhibit A ("Exhibit A"), which is attached to and incorporated into this Runoff Agreement.

J. The Plan Manager will review any reported employers' liability Claims that arise, and advise regarding coverage, defense, and indemnification of such Claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the Member on employers' liability Claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

K. The Plan Manager will track medical services subject to the Department of Health ("DOH") surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with DOH on a monthly or as needed basis. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides medical reports, hospital bills, access to the DOH website, and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

L. The Plan Manager will provide cumulative quarterly loss runs encompassing all Claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Incurred: medical/indemnity benefits.
9. Amount paid to date: medical/indemnity and expense payments.

M. The Plan Manager will ensure that the Member's open files are properly maintained and available for review and/or audit and will arrange for the storage of the Member's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VII of this Agreement.

N. The Plan Manager shall collect sufficient information for compliance with the Medicare, Medicaid, SCHIP Extension Act of 2007 (MMSEA) Section III.

III. FEE.

The Member shall pay the Plan Manager a management fee as set forth in Exhibit A.

IV. SERVICE COMMITMENT.

The Plan Manager shall devote such time to the performance of its duties under this Runoff Agreement as is reasonably necessary for the satisfactory performance of its duties under this Runoff Agreement.

V. INDEMNIFICATION.

A. The Plan Manager shall hold harmless and indemnify the Member against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement. Notwithstanding the foregoing, the Member, not the Plan Manager, shall be liable for payment of compensable Claims.

B. The Member shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Member or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement.

VI. TERMINATION.

A. Either party may terminate this Runoff Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Runoff Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The Superintendent of Insurance shall issue a final order to terminate this Runoff Agreement, and the time for appealing such order shall have expired.

B. This Runoff Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;
2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VI.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment, or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;

3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VI.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

VII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORD KEEPING.

A. The Member's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence and claim data of the Member acquired and used by the Plan Manager in the performance of its duties hereunder ("**Member Property**") shall belong to and remain the sole property of the Member. Upon termination of this Runoff Agreement, the Plan Manager shall promptly return the Member Property to the Member or its designee. The Plan Manager will transfer such files in electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the Member. The Plan Manager shall keep all Member Property confidential, and shall not use, publish, discuss, disclose, or communicate Member Property to third parties, except as necessary to perform its obligations under this Runoff Agreement, and in accordance with this Runoff Agreement. This provision shall survive termination of this Runoff Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Runoff Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols, operation documentation, and internal reports of the Plan Manager pertaining to the Member or the Claims. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager in connection with the performance of its services hereunder. This provision shall survive termination of this Runoff Agreement.

VIII. MISCELLANEOUS.

A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the Member. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The Member shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. Entire Agreement.

This Runoff Agreement supersedes any and all other agreements either oral or in writing between the parties hereto relating to the Claims.

C. Assignment.

Neither this Runoff Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the Member. In the event of an assignment by the Plan Manager to which the Member has consented, the assignee or his legal representative shall agree in writing with the Member to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. Governing Law.

The laws of the State of New York shall govern the validity of this Runoff Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. Amendment.

This Runoff Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Runoff Agreement.

F. Legal Construction.

This Runoff Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. Effect of Invalidity.

In case any one or more of the provisions contained in this Runoff Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Runoff Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the Member:
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Attention: Comptroller

If to the Plan Manager:
Wright Risk Management Company, LLC
333 Earle Ovington Boulevard, Suite 505
Uniondale, NY 11553-3624
Attention: Office of General Counsel

or to such other person and address as either party may designate by notice to the other.

I. Headings.

The headings to the various sections of this Runoff Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Runoff Agreement.

J. Counterparts; Facsimiles.

This Runoff Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Runoff Agreement. Signatures to this Runoff Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Runoff Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF NEWBURGH

By: _____

Name:

Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By:  _____

Name: Eric Hartcorn

Title: Vice President, Workers' Compensation

EXHIBIT A TO CLAIMS RUNOFF MANAGEMENT AGREEMENT

This Exhibit A is attached to and incorporated into the Runoff Agreement between the Member and the Plan Manager as of the Effective Date.

- A. **Payment Procedure.** The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the Member. The Member shall be responsible for printing, signing and distributing checks in compliance with the Plan Manager's instructions.
- B. **Management Fee.** The Plan Manager will invoice the Member for services under this Runoff Agreement at the rate of \$500 per Claim per year or portion thereof. The Member shall pay such management fee within thirty (30) days of receipt of the invoice.
- C. **Assessment Base Factor Report.** In April of each year, the Plan Manager will review, complete, and return the Assessment Base Factor report required by WCB to determine the amount of assessments levied against self-insured employers in New York. In order to complete this report, the Plan Manager will verify the indemnity payments made from April 1 of the prior year to March 31 of the current year, consistent with WCB's fiscal year. The Plan Manager will also review all lost time Claims to determine if a Section 15-8 claim has or should be established, and will also ensure that any appropriate amounts are deducted from the report. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.
- D. **Assessment Billing Notices.** The Plan Manager will review all Assessment Billing Notices for accuracy. If the Member becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the Member by WCB are properly issued and applied. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

RESOLUTION NO.: 62 - 2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE CHIEF OF POLICE
AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT
WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH
PARTICIPATION IN THE STOP-DWI PROGRAM
FOR THE PERIOD OF MARCH 14, 2013 TO JANUARY 1, 2014
AND PROVIDING THE CITY OF NEWBURGH WITH AN AWARD
NOT TO EXCEED \$1,935.00 COVERING 40 MAN-HOURS
FOR THE FIRST ENFORCEMENT PERIOD OF 2013 (MARCH 14, 2013 - MAY 31, 2013)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of March 14, 2013 and ending January 1, 2014; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 14, 2013 through May 31, 2013, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - July 1, 2013 through September 3, 2013, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - October 14, 2013 through January 1, 2014, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$1,935.00 covering 40 man-hours for the First Enforcement Period of 2013; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period of March 14, 2013 through January 1, 2014 and in order to fund the additional cost of stepped-up police patrols and related court appearances related to the First Enforcement Period of 2013 the City of Newburgh is eligible for an award not to exceed \$1,935.00 covering 40 man-hours.

ORANGE COUNTY NEW YORK

Stop-DWI / Traffic Safety Programs

22 Wells Farm Rd
Goshen, N.Y. 10924
845-615-0575

Edward A. Diana
County Executive



To: City of Newburgh Police Department

From: Craig Cherry

Date: February 25, 2013

Enclosed is your Department's contract for 2013 STOP-DWI enforcement patrol year funding beginning on **March 14, 2013 and ending on January 1, 2014**. The contract is for participation for the **full year**. The enclosed contract indicates the not to exceed total hours and/or dollar amount for the 1st Period beginning on March 14, 2013 and ending on May 31 in the amount of **(40 hours/\$1935)**.

You will be notified by letter of the total hours/dollars for each subsequent period 2nd and 3rd period of the year. Please review the attached schedule A on the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract along with a board certified resolution to the above address at your earliest convenience to insure that your Department can participate in this enforcement period.

Also included in this mailing is a completion packet containing:

- A Patrol Summary Sheet to be completed at the end of the enforcement period by compiling all Patrol Sheets to be duplicated for use.
- A Final Reimbursement Claim spreadsheet which must be completed with information about the participating officers' names, hours and salary/overtime costs per patrol shift. (NOTE: per discussion with the Police Chiefs STOP-DWI Committee, the STOP-DWI program has determined that **maximum reimbursement will be time-and-one-half based on the participating officers' hourly salary rates, and no hourly rate higher than that of your department's highest-paid Sergeant will be approved.**)

If you have any questions, please do not hesitate to call me.

Thank you to you and your officers for your commitment to deterring Intoxicated driving on our County's roadways.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 14, 2013 and end January 1, 2014.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 14, 2013 through May 31, 2013, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2013 through September 3, 2013, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2013 through January 1, 2014, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October 14, 2012-January 1, 2013), MUNICIPALITY is eligible for an award not to exceed \$1,935 covering 40 man-hours for the first enforcement period of 2013. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the third enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2013.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2013 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 63 - 2013

OF

MARCH 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S ANNUAL YOUTH PRIDE PARADE, MEMORIAL DAY
AND FOURTH OF JULY OBSERVANCES, NATIONAL NIGHT OUT
AND THE 25TH ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will be holding its annual Youth Pride Parade, Memorial Day and Fourth of July Observances, National Night Out and its 25th Annual International Festival over the Labor Day holiday; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these events; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Youth Pride Parade, Memorial Day and Fourth of July Observances, National Night Out and the 25th Annual International Festival.

RESOLUTION NO.: 64 - 2013

OF

MARCH 25, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONCEPTUAL SUPPORT FOR THE APPLICATION OF MILL
STREET PARTNERS, LLC TO THE ORANGE COUNTY OFFICE OF
COMMUNITY DEVELOPMENT FOR FUNDING FROM ORANGE COUNTY'S
HOME AFFORDABLE HOUSING PRODUCTION PROGRAM TO DEVELOP
AND CONSTRUCT THE PROPOSED MIXED USE DEVELOPMENT AT THE MID
BROADWAY REDEVELOPMENT SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manger to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a "Priority Project" of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking funding through an application to the Orange County Office of Community Development HOME Affordable Housing Production Program;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its conceptual support for the application of Mill Street Partners to the Orange County Office of Community Development for funding from Orange County's HOME Affordable Housing Production Program.

RESOLUTION NO.: 65 -2013

OF

MARCH 25, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH HUDSON BAYLOR CORP.
FOR RECYCLING SERVICES**

WHEREAS, the City of Newburgh wishes to enter into an agreement with Hudson Baylor Corp. for recycling services; and

WHEREAS, the term of the agreement will begin on April 1, 2013 and shall expire on April 1, 2014; and

WHEREAS, the City will deliver to the processing facilities located at Beacon NY all Single Stream (loose) recycling materials which are received from City residents; and

WHEREAS, Hudson Baylor Corp. will pay the City of Newburgh the monthly price of Twenty (\$20.00) Dollars per ton; and

WHEREAS, this Council has determined that entering into such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Hudson Baylor Corp. for recycling services.

RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement ("Agreement") is made as of April 1, 2013 between the City of Newburgh ("Generator") and Hudson Baylor Corp. ("Processor"), each individually a "Party" and collectively the "Parties".

Generator and Processor hereby agree as follows:

1. RESPONSIBILITIES OF GENERATOR

- 1.1. Generator shall cause to be delivered to Processor's processing facilities located at Beacon NY (the "Facility") all Single Stream (loose) recycling [which is source separated from all other items] received from each residential, commercial, industrial and institutional recycling customers for whom Generator collects single stream within the City Of Newburgh. Title to the Single Stream shall pass from Generator to Processor upon acceptance at the Facilities. Generator will cause its loads to be delivered in conformance with the Facilities' operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as Schedule B.

Hours of Operation at the Beacon, NY Facility shall be:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday: 7:00 a.m. to 12:00 p.m.

Holiday Closings: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

- 1.2. The Parties expect approximately 100 tons per month of single stream to be generated from all Customers.
 - 1.3. Processor may inspect inbound loads and may reject any delivery that appears to contain by volume or weight more than 8% non-Single Stream, or which contains or appears to contain any hazardous, toxic, radioactive or similarly dangerous unacceptable material. Generator shall reimburse Processor for any costs incurred by Processor resulting from Generator's delivery of any rejected load. Title to Unacceptable Material shall not pass from Generator to Processor.
2. RESPONSIBILITIES OF PROCESSOR: Processor will receive, process and market all single stream delivered to the Facility by the Generator from the Customer. Processor will provide Generator with a monthly report which shall indicate the date, time and net weight for each load, a report of the total tons received for that calendar month and a billing summary.

3. TERM. The term of this Agreement shall commence on the date hereof and shall expire on April 1, 2014 (the "Term"). The Term shall automatically extend for additional consecutive monthly terms unless either Party, no less than thirty (30) days prior to the end of the then-existing Term, provides written notice to the other Party of its intent to not so extend the Term.
4. PRICING. Pricing for single stream delivered by Generator to the Facility shall be as set forth in Schedule A attached hereto. All invoices for single stream delivered by Generator to the Facility shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past-due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the Party owing such overdue amounts shall pay any and all costs incurred by the other Party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.
5. NOTICES. All notices to be given under this Agreement shall be in writing and delivered personally or shall be sent by recognized overnight courier, in each case with signature required, as follows:

If to Processor:

with a copy to:

Hudson Baylor Corp.
809 West Hill Street
Charlotte, NC 28208
Attention: Sean P. Duffy

David Sturgess, General Counsel
Re Community Holdings II, Inc.
809 West Hill Street
Charlotte, NC 28208

If to Generator:

with a copy to:

Richard F. Herbek, City Manager
City Hall, 83 Broadway
Newburgh, NY 12550

Michelle Kelson, Corporation Counsel
City Hall, 83 Broadway
Newburgh, NY 12550

Notices shall be deemed received when actually received.

6. MISCELLANEOUS.

- 6.1 Termination. This Agreement may be terminated by either Party in the event of a failure by the other Party to perform a material obligation hereunder (a "Default") if the Default has not been cured by the defaulting Party within thirty (30) days from receipt of notice from the non-defaulting Party.
- 6.2 Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except that no consent shall be required to assign this Agreement (1) to its parents and subsidiaries or entities

under common control with such Party, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning Party, provided that the assignee assumes the obligations of the assigning Party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning Party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning Party or its parents, subsidiaries or affiliates.

- 6.3 Indemnification. Each Party (each, an "Indemnifying Party") shall indemnify the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party (each, an "Indemnified Party") from and against any and all claims, actions, losses and damages, relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment incurred by any Indemnified Party to the extent that such Losses result from (i) (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement or (ii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors.
- 6.4 Limitation of Liability. Neither Party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages.
- 6.5 Insurance. Generator shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance, automobile insurance and commercial general liability insurance in coverage's and amounts satisfactory to Processor. Upon request of Processor, Generator shall provide Processor with evidence reasonably satisfactory to Processor that Generator is insured against any damage, liability or loss caused by the vehicles that deliver Recyclables to the Facility for the Generator or by the drivers thereof. The minimum required insurance coverage limits that must be in place are as follows:

General Liability	\$1 million
Auto Liability	\$1 million
Workers Comp	Statutory Limit

Processor shall be named as an additional insured on applicable policies. If Processor will be supplying equipment for the use of Generator, Generator must provide proof that the equipment is covered against all perils. Processor shall be named as loss payee for this coverage as it relates to Processor owned equipment placed in the customer's custody, care and control.

- 6.6 Force Majeure. Neither Party shall be liable to the other for damages without limitation (including liquidated damages) if such Party's performance is delayed or prevented due to an event of force majeure. In the event of a delay in either Party's performance of its obligation hereunder for more than sixty (60) days due

to a force majeure, the other Party may, at any time thereafter, terminate this Agreement.

7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[balance of page intentionally left blank]

[signature page to Recycling Services Agreement]

IN WITNESS HEREOF, the Parties have executed this agreement as of the Effective Date.

HUDSON BAYLOR CORP.

THE CITY OF NEWBURGH

By: _____

By: _____

Its

Its

Schedule A

1. Single Stream loads delivered into the Beacon, NY Facility:

Processor will pay Generator the monthly price of \$20.00 per ton.

Schedule B

Haulers' Rules

Scale House:

1. Driver shall approach scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material as single stream.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

Tip Floor Rules:

1. Wait for operator's OK to enter tip floor for dumping.
2. Safety gear shall be worn when driver exits cab.

Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Driver shall not allow litter to be discharged from the body or cab.
3. Driver shall not loiter in the yard.

RESOLUTION NO.: 66 - 2013

OF

MARCH 25, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$8,000.00 FROM CONTINGENCY TO
POLICE DEPARTMENT OTHER EQUIPMENT IN CONNECTION
WITH THE PURCHASE OF AN ID PRINTER

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900 Special Items .1990 Contingency	\$8,000.00	
A.3120 Police Department .0205..0001 Other Equipment - ID Printer		\$8,000.00