



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York
518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

March 6, 2019

Mayor Colin L. Read
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for February 2019.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a vertical line that extends from the signature down to the typed name below.

Chief Levi J. Ritter
Plattsburgh Police Department

PARKING VIOLATIONS BUREAUMonthly Report for February 2019

	<u>Feb 2019</u>	<u>Feb 2018</u>
TICKETS ISSUED:	360	77
TICKETS COLLECTED:	310	75
REVENUE FOR MONTH:	\$7,803.50	\$2,837.50

YEAR TO DATE TOTALS:

	<u>Feb 2019</u>	<u>Feb 2018</u>
TICKETS ISSUED:	860	224
TICKETS COLLECTED:	615	185
REVENUE:	\$15,079.25	\$6,637.75

COMPARISON: Parking tickets issued for Feb. 2019: UP 283
 Parking tickets collected for Feb. 2019: UP 235
 Revenue for Feb. 2019: UP \$4,966
 Amount Dismissed: \$3,201

Breakdown for February 2019

CITY OF PLATTSBURGH PARKING TICKET SYSTEM
SUMMARY OF PARKING TICKETS - BY OFFICER

2/28/2019

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	0	0	1	6	75
2 NO PARKING	0	0	0	26	70	435
3 OVERTIME 10 MIN	0	0	0	0	0	0
4 OVERTIME 30 MIN	0	0	0	0	0	0
5 OVERTIME 2 HRS	0	0	0	0	0	0
6 NO STAND/STOP	0	0	0	0	0	0
7 FIRE HYDRANT	0	0	0	1	5	50
8 FIRE LANE	0	0	0	0	0	0
10 BLOCKING SIDEWALK	0	0	0	9	16	152.25
11 LEFT WHEEL CURB	0	0	0	2	7	30
12 BLOCKING XWALK	0	0	0	2	3	45
13 BLOCK DRIVEWAY	0	0	0	2	6	30
14 LOADING ZONE	0	0	0	6	8	210
15 DOUBLE PARK	0	0	0	0	1	0
16 TOO CLOSE INTERSE	0	0	0	0	0	0
18 OBST. LANE	0	0	0	1	1	35
19 TAXI ONLY	0	0	0	0	2	0
20 BUS STOP	0	0	0	0	0	0
22 WRONG WAY	0	0	0	0	0	0
23 EMPLOYEE PERMIT	0	0	0	0	0	0
24 PARKING BAN	3	3	3	0	0	115.50
25 UNINSPECTED	0	0	0	5	14	191
26 OVERTIME PARKING	0	0	0	199	489	3,297
27 OVERTIME 4 HOUR	0	0	0	0	0	0
40 UNREGISTERED	0	0	0	0	3	0
41 DOUBLE PARK	0	0	0	0	0	0

9,354.75

285

0

42 NO PARKING	0	0	26	70	435.00	1,337.25
43 NO STANDING	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0.00	0.00
54 DRVWAY/BLOCKED	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	1	5	15.00	91.50
56 BUS ZONE	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0.00	0.00
64 WWVY2WAY	0	0	2	7	30.00	121.50
65 WWVY1WAY	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	1	1	15.00	15.00
69 OVERTIME 10 MIN	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0.00	0.00
86 SNOW BAN	0	0	0	0	0.00	0.00
87 LIM SNOW BAN	0	2	0	0	0.00	70.00
88 UNINSPECTED	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0.00	0.00

90 NO PARKING EVEN	0	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	0	0.00	0.00
94 MEDIAN	0	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	0	0	0.00	0.00
96 30' SIGN/INTERSECTN	0	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	1	1	1	16.50	16.50
99 12"CURB 1 WAY	0	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	9	0	0	0	0.00	432.00
110 EXCEEDED 90 MIN	0	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	0	0	0.00	0.00
199 PARKING BAN	0	0	0	1	1	0.00	35.00
200 OVERTIME PARKING	0	0	199	489	1	3,297.00	9,354.75
201 PARKING BAN	35	42	55	116	0	3,347.00	6,353.00
202 CITY ROW	0	0	0	0	0	0.00	0.00
Other	0	0	1	21	0	0.00	0.00
TOTALS:	18	18	482	482	21	10,163.00	10,163.00

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254
 TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 860

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%
 PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.07%
 PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 89.44 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93%
 PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.07%
 PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 93.49 %



Community Development Office
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-563-7642

March 20, 2019

Mayor Colin Read
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**REF: Request for Permission to Advertise for Bid
for "PAINTED PAVEMENT MARKINGS"
Contract #2019-03**

Dear Mayor Read & Councilors:

It is requested that permission be granted to advertise for bids for Contract #2019-03, "PAINTED PAVEMENT MARKINGS".

Very truly yours,

Michael Bessette
Assistant Superintendent of Public Works
/sm

CC: City Clerk
City Chamberlain
Community Development Office



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York
518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

March 11, 2019

Mayor Colin L. Read
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for the Mayor to sign the attached contract with Elmore SPCA, Inc. for Dog Control Services for stray and abandoned dogs within the City of Plattsburgh. The total cost is \$11,000 which is an increase from the \$10,863 of 2018. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Levi Ritter", written over a faint, illegible stamp or watermark.

Chief Levi Ritter
Plattsburgh Police Department



ELMORE SPCA, INC.
P.O. BOX 686
PERU, NY 12972

DOG CONTROL CONTRACT AGREEMENT

This agreement, made this January 2019, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between City of Plattsburgh, a municipal corporation having its principal office and place of business at 45 Pine Street, party of the first ("MUNICIPALITY"), and ELMORE SPCA, INC., a corporation in the State of New York, with office and place of business at 556 Telegraph Road, Peru, Clinton County, New York, party of the second part.

WITNESSETH:

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of ELMORE SPCA to perform such services as required in Article 7 of the LAW for the redemption period specified; and

WHEREAS, ELMORE SPCA maintains a shelter for animals brought to it from residents and/or dog control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

1. ELMORE SPCA, will provide and maintain a shelter for seized dogs; under Article 7, Section 117, Division 1, Subsections a, b, and c, excluding Subsection d – Section 123 which pertains to Dangerous Dogs (See Subsection d below in Article II). ELMORE SPCA will provide appropriate care for all dogs held in such shelter during the redemption period; and may make available for adoption, seized dogs not redeemed, as provided in Article 7 of Agriculture and Market Laws.
2. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York. The Dog Control Officer will have twenty-four hour access to the DCO room.
3. ELMORE SPCA will file and maintain complete records of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets, as well as any other records required by Article 7.
4. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to ELMORE SPCA for holding. During the redemption period, any emergent/life-threatening occurrence not evident upon seizure will be the responsibility of the MUNICIPALITY, with the exclusion of injury or sickness directly related to improper custodial care provided by ELMORE SPCA. The MUNICIPALITY when responsible for veterinary care will provide transportation for said animal, and communicate diagnosis and treatment to ELMORE SPCA, if deemed appropriate.

5. The MUNICIPALITY's officers will complete intake forms provided by the ELMORE SPCA, or by the MUNICIPALITY, for each animal brought to the ELMORE SPCA. The MUNICIPALITY will provide all known information regarding the animal, including name and contact information for the animal's owner, if known.
6. ELMORE SPCA will permit redemption by the lawful owners of seized dogs during its posted hours of operation, directly from the SPCA's location. The owner must present proof of compliance for licensure from MUNICIPALITY, current rabies certification, and pay appropriate redemption fees at the time of redemption.
7. ELMORE SPCA will remit all fees imposed by the MUNICIPALITY in carrying out the provisions of this contract to the town/city clerk of the MUNICIPALITY. It is the responsibility of the MUNICIPALITY to annually notify ELMORE SPCA, in writing, of redemption and licensing fees, or updates to fees and changes to local dog control law, as they become effective.

ARTICLE II

When a dog is seized under Section 123 Dangerous Dog law, the MUNICIPALITY will pay fifteen dollars (\$15) per day for custodial care until final disposition from the courts. If a dog is ordered euthanized, the MUNICIPALITY will pay costs incurred. ELMORE SPCA shall assign the MUNICIPALITY any and all rights or claims it has against the owner for all costs incurred during confinement, as specified by this article, law, or court order. The MUNICIPALITY shall pay ELMORE SPCA within 30 days of remit date.

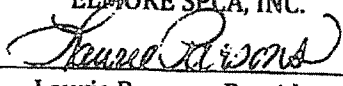
ARTICLE III

1. This agreement shall commence on the 1st day of January 2019, and shall continue to and include the 31st of December 2019. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.
2. ELMORE SPCA, will provide the aforementioned services in consideration for the payment by the MUNICIPALITY in the sum of \$11,000.
3. MUNICIPALITY agrees to pay the aforesaid sum within 30 days of remit of the agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

City of Plattsburgh
 BY: _____

DATE: _____

ELMORE SPCA, INC.

 BY: _____
 Laurie Parsons, President

DATE: 12-3-18



Box 686
Peru, NY 12972

518-643-2451
www.elmorespca.org

556 Telegraph Road
Peru, NY 12972

September 10, 2018



EWOK

"I'm waiting for my special family"

City of Plattsburgh
Mayor Colin Read and City Council
City of Plattsburgh
45 Pine Street
Plattsburgh, New York 12901

Dear Mayor Read and City Councilors:

This is to inform you that Elmore SPCA would like to continue our relationship with the City of Plattsburgh for contract services to accept stray dogs. Our contract fee for 2018 will include a small increase to reflect increased shelter payroll cost incurred over recent years. The amount for 2018 will be eleven thousand (\$11,000 dollars). Contracts will be sent in early December.

Thank you for your continued support of the Elmore SPCA, and your willingness to bring stray dogs to our shelter where a safe haven is provided for them as they await reunion with their owners, or made available for adoption into caring homes.

If you have any questions, please feel free to contact me at laurie@elmorespca.org or our board secretary, Carol Solari-Ruscoe, at carol@elmorespca.org.

Sincerely,



Laurie A. Parsons
President, Elmore SPCA Board of Directors

MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of *March* 2019, and effective as of the 1st day of January 2019 (the "Commencement Date"), by and between CHAMPLAIN VALLEY PHYSICIANS HOSPITAL MEDICAL CENTER ("CVPH") having an address at 75 Beekman Street, Plattsburgh, New York 12901, and THE CITY OF PLATTSBURGH (the "City"), a municipal corporation with offices at 41 City Hall Place, Plattsburgh, New York 12901. For purposes of this Agreement, CVPH and City are sometimes referred to each individually as a "Party" and collectively as the "Parties."

WHEREAS, the City has established an Emergency Medical Service (EMS) Medical Director Consultant position; and

WHEREAS, the City desires to obtain the services of a medical director for the City for its Emergency Medical Service; and

WHEREAS, CVPH is a not-for-profit corporation duly organized and existing under the laws of the State of New York and operates a general hospital in Plattsburgh, Clinton County, New York; and

WHEREAS, CVPH employs and is willing to provide the services of an emergency care physician duly licensed to practice his/her profession under the laws of the State of New York to serve as a medical director for the City EMS Service ("Medical Director").

NOW, THEREFORE, in consideration of the mutual covenants and for good and valuable consideration, CVPH and the City hereby agree as follows:

1. Commencement Date; Services.

(a) CVPH shall commence the provision of services under this Agreement as of January 1, 2019 (the "Commencement Date"). This Agreement shall have an initial term of one (1) year (the initial term, and any renewal terms shall be referred to as a "Term"). Thereafter, this Agreement shall continue for successive one (1) year terms, unless either Party provides written notice, at least thirty (30) days prior to the last day of the then current term, of its intent not to renew or as set forth in Section 3 below.

(b) The services that CVPH shall provide to the City (the "Services") shall consist of those medical director services, relating to the operation of the City's emergency medical service, as are specifically identified on Schedule A attached hereto and made a part hereof (the "Services").

(c) CVPH and the City agree that Tiffany Bombard, NRP, MD shall be appointed to act on behalf of CVPH as the Medical Director. The Medical Director is and shall remain: (i) duly licensed as physician in New York State; and (ii) in compliance with such other medical director requirements as may be established by any applicable Regional Emergency Medical Services Council ("REMAC") or other governmental City or authority.

(d) Medical Director shall devote such time and efforts to the performance of the Services as is necessary to satisfy his/her duties and obligations hereunder; provided that, notwithstanding the foregoing or any other provision of this Agreement, the hours that the Medical Director shall devote to the provision of Services shall not exceed twenty-six and one-half (26.5) hours per month, unless otherwise mutually agreed upon in writing. In connection with the provision of the Services, Medical Director shall comply with any and all applicable statutes and regulations.

(e) The City hereby represents and agrees that: (i) the City is not, and shall not be during the Term of this Agreement, bound by or obligated under, or a party to, in any manner, any other agreement or arrangement inconsistent with the terms of this Agreement or which might reasonably interfere or conflict with the duties and obligations of City or CVPH hereunder; (ii) the City is authorized to enter into and perform under this Agreement; (iii) the Services of CVPH under this Agreement are not inconsistent with, or in breach or violation of, any other agreement, arrangement, duty or obligation to which the City may be bound; (iv) the City is in compliance with all applicable statutes, rules and regulations. The City shall provide such administrative services, resources and support to the Medical Director as is necessary for the performance of the Services hereunder.

2. Fees and Expenses. As compensation for the performance of the Services under this Agreement, the City shall pay to CVPH the sum of Ten Thousand and NO/100 (\$10,000.00) Dollars annually (the "Fee") for each one (1) year Term. The annual Fee shall be payable quarterly commencing on the Commencement Date and then continuing thereafter on a quarterly basis. In view of the status of the Medical Director as an independent contractor of the City, the City shall not be obligated to withhold or pay any amounts, for taxes or otherwise (including, without limitation, for payroll, withholding, Social Security or similar taxes, or for any unemployment or workman's compensation insurance), from the Fee paid to CVPH hereunder. CVPH shall be entitled to reimbursement from the City for reasonable expenses incurred by CVPH in connection with the performance of CVPH's Services hereunder. The parties agree that payments have been negotiated in good faith and represent fair market value for the Services provided by CVPH.

3. Termination.

(a) Either Party may terminate this Agreement without cause upon the provision of at least thirty (30) days' prior written notice to the other Party.

(b) Either Party may terminate this Agreement immediately, upon the provision of written notice to the other Party, in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days following the provision of written notice to the breaching Party from the non-breaching Party specifying the breach.

(c) In the event of the termination of this Agreement by the City without cause, or a termination of this Agreement by CVPH as a result of a breach by the City, then CVPH shall be entitled to keep the entire Fee. In the event of the termination of this Agreement by CVPH

without cause, or a termination of this Agreement by the City as a result of a breach by CVPH, then CVPH shall only be entitled to keep the pro-rated portion of the Fee relating to Services rendered prior to the effective date of termination (the "Pro-Rated Fee"), and, accordingly, CVPH shall promptly return to the City the remaining portion of the applicable annual Fee in excess of the Pro-Rated Fee.

4. Confidentiality. (a) All documents, materials and information provided to CVPH by or on behalf of the City in connection with this Agreement or the provision of the Services (collectively, the "Confidential Information") shall be maintained by CVPH on a confidential basis. Except as otherwise provided herein, CVPH shall not, following the date hereof, use, communicate, disclose or disseminate, in any manner whatsoever, any of the Confidential Information, other than in connection with the CVPH's good faith performance hereunder or upon the prior written consent of the City. For purposes of this Agreement, Confidential Information shall not include any documents, materials or information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of CVPH, generally known or available to the public; (b) is hereafter furnished to CVPH by a third party without any breach of any confidentiality obligation to the City; (c) is independently developed by CVPH without any breach of this Agreement; or (e) is required to be disclosed by CVPH under any applicable statutes, regulations or professional obligations, or by any applicable governmental or judicial authorities.

(b) The parties agree that the information being exchanged under this Agreement is confidential information ("Confidential Information"), which may also be Protected Health Information as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), as amended. The parties agree to fully comply with federal and state privacy and confidentiality laws and further agree that the Confidential Information will be held in confidence by the recipient to the same extent the recipient protects its own Confidential Information. The parties agree to share the Confidential Information among the parties only as set forth in this Agreement and agree not to disclose it to others who are not a party to this Agreement. Notwithstanding the foregoing, the Confidential Information may be disclosed to persons within the parties' organization but only to the extent necessary to perform the duties and responsibilities of this Agreement.

(c) CVPH is acting as a business associate of the City and agrees to be bound by the terms and conditions of the Business Associate Agreement between the parties, attached hereto as Schedule B.

5. Records. The City shall provide CVPH with access to and copies of any and all records reasonably required by Contactor in connection with the provision of the Services hereunder, including, without limitation, patient records, unless prohibited by applicable statutes or regulations. To the extent CVPH requires the records of any third party in order to access or copy such records, the City shall cooperate with CVPH and use its best efforts in order to assist CVPH with respect to obtaining such records. The foregoing provisions of this paragraph shall survive any expiration or termination of this Agreement.

6. Insurance. (a) CVPH, at its sole expense, shall obtain commercially reasonable or through self-insurance professional liability insurance on its behalf, which shall cover CVPH and

all of CVPH's Services, acts and omissions hereunder, and which shall include, to the extent applicable, any requisite tail insurance or reporting endorsements. Such professional liability insurance shall have coverage limits of at least One Million Three Hundred Thousand Dollars (\$1,300,000) per occurrence and Three Million Nine Hundred Dollars (\$3,900,000) in the aggregate. Such policies shall provide that said liability coverage may not be canceled, lapse or terminate except upon ten (10) days written notice in advance to the City.

(b) The City shall maintain: (i) workers' compensation insurance covering its personnel in amounts equal to or exceeding industry standards and (ii) comprehensive general liability insurance covering the Services. Such coverage shall be in the amounts equal to or exceeding industry standards or such greater amount required by applicable law. City shall provide CVPH with certificates or other reasonable evidence of such insurance or self-insurance coverage, and shall provide written notification to CVPH in the event any such coverage is cancelled, not renewed or materially modified.

7. Legal Compliance.

(a) The parties agree that the compensation set forth in this Agreement is consistent with fair market value in an arm's length transaction and has not been determined in a manner that takes into account the volume or value of any referrals of business otherwise generated or that may be generated between the parties for which payment may be made in whole or in part under the Medicare and/or Medicaid programs or by any third party payor. Nothing in this Agreement should be construed and none of the terms of this Agreement are overtly or covertly, directly or indirectly, in exchange for or to induce the referrals of patients to the City, CVPH or any affiliates of CVPH. It is the intent of the parties that this Agreement fully comply with all federal and state laws, including, without limitation, the Social Security Act and regulations promulgated there under. To the extent that either party to this agreement considers that any one or more of the terms of this Agreement may violate any federal or state law, the parties agree to negotiate in good faith an amendment or restatement of such term in order to comply with such law. The City remains responsible for compliance of the Services with all federal, state, and local statutes, rules and regulations.

(b) The Parties are both committed to compliance with all applicable federal and state laws and regulations. Each party hereby certifies on behalf of itself and its individual directors and officers that it has never been excluded, debarred, suspended, or otherwise determined to be ineligible from participation in any federally funded healthcare program and no proceedings are pending or have been threatened which might result in debarment, exclusion, or determination of ineligibility.

(c) If this Agreement, in the written opinion of counsel for either party, constitutes a material violation of any applicable statute, law, rule or regulation including, but not limited to, the antitrust laws of the United States or the State of New York, due to a material change in such statute, law, rule or regulation, then the parties shall, in good faith, amend this Agreement in a manner to correct such violation. If this Agreement is not amended within thirty (30) days after written notice to the other party of the violation, this Agreement may be terminated upon thirty (30) days prior written notice.

8. Miscellaneous.

(a) This Agreement: (i) may be amended or modified only by a written instrument executed by both Parties; (ii) may not be assigned or delegated by either Party without the prior written consent of the other Party; (iii) shall be governed by and construed in accordance with the laws of the State of New York; (iv) sets forth the entire agreement between the Parties with respect to the matters contained herein, and supersedes all prior discussions and understandings between them with respect thereto; and (v) may be executed in counterparts. Signed facsimile copies or emailed PDF copies of this Agreement hereof shall be deemed to be originals of this Agreement. Each Party has had the opportunity to participate fully in the review and development of this Agreement, and to consult with legal and other advisors. In interpreting this Agreement, any rules of construction that favor the non-drafting Party shall not apply. The failure of either Party to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times. The headings and captions of the paragraphs of this Agreement are for convenience of reference only and do not form a part thereof, and do not in any way modify, interpret or construe the intent of the Parties or affect any of the provisions of this Agreement.

(b) (i) Notwithstanding any insurance carried by CVPH pursuant to this Agreement or otherwise, CVPH agrees to indemnify and hold harmless the City from all claims, loss, damage or injury of any kind or character, including, without limitation, City's reasonable attorneys' fees and expenses, to any person or property arising from any breach or violation by CVPH in the performance of its obligations under this Agreement.

(ii) Notwithstanding any insurance carried by City pursuant to this Agreement or otherwise, City agrees to indemnify and hold harmless CVPH from all claims, loss, damage or injury of any kind or character, including, without limitation, CVPH's reasonable attorneys' fees and expenses, to any person or property arising from any breach or violation by City in the performance of its obligations under this Agreement.

(iii) In the event that either CVPH or the City becomes aware of any claim arising out of the care and treatment of a patient under this Agreement, each party agrees to give the other written notice containing sufficient particulars to identify the name and address of the allegedly injured person, the time, place and circumstances of the alleged incident, and the names of any available witnesses.

(iv) CVPH and the City agree to cooperate with each other in the defense of claims in enforcing any right of contribution or indemnification against any person or organization who may be liable to either party, including, but not limited to, assisting in securing evidence, obtaining the attendance of witnesses, and attending trials or hearings upon request.

(c) CVPH shall provide the Services hereunder solely as an independent contractor. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any employment, City, partnership or any other relationship between the parties hereto, other than that of independent contractors.

(d) All notices and other communications hereunder shall be in writing addressed to the party at its address set forth on the first page hereof, and shall be deemed delivered four (4) days after mailing if sent by certified or registered mail, return receipt requested, or one (1) day after mailing if sent by nationally recognized overnight delivery service; provided that notice of change of address shall be deemed valid only upon receipt.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands and seals as of the day and year first above written.

CVPH: By: _____

City of Plattsburgh: By: _____

SCHEDULE A

The Services to be rendered by CVPH under this Agreement shall consist of the performance of such medical director services as provided below:

1. Assisting with the supervision of the overall quality of patient care provided by the City EMS.
2. Serving on the Regional EMS Council and participating in meetings thereof when feasible.
3. Assisting the City in establishing and maintaining appropriate standards, policies and procedures with respect to quality assurance, utilization review and the provision of professional services.
4. Assisting in the provision of continuing medical education for paramedic personnel, and the maintenance of requisite certifications and licenses.
5. Overseeing that EMS personnel are oriented to the protocols promulgated by the REMAC and other required and/or applicable protocols for the City's areas of operations.
6. Interacting with the applicable REMAC in the development of protocols, the regional Quality Improvement process and in disciplinary issues.
7. Assisting with the development and submission of such reports and other documentation as may be required by applicable statutes, regulations or governmental authorities.
8. Assisting with the supervision of the maintenance, retention and confidentiality of patient records.
9. Assist in the development of the City EMS leadership in its area of operation.
10. Meet with the City Fire Chief or other designees as needed or requested.
11. Such other Services as City and CVPH mutually agree in writing and required under applicable state and federal laws and regulations as well as required under applicable Regional Emergency Medical Services Council ("REMAC"). Such additional services shall require an amendment to this Schedule A and signed by both Parties.

SCHEDULE B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made effective the 1st day of January 2019, by and between The City of Plattsburgh, hereinafter referred to as a “Covered Entity”, and Champlain Valley Physicians Hospital Medical Center, hereinafter referred to as “Business Associate”, (each a “Party” and collectively the “Parties”).

RECITALS

Covered Entity and Business Associate are parties to an agreement (“Underlying Agreement”) pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Title XIII, The Health Information Technology for Economic and Clinical Health Act (“HITECH”), of the American Recovery and Reinvestment Act (“ARRA”).

The parties desire to comply with the requirements set forth in the Privacy and Security Regulations and HITECH concerning the privacy of PHI.

The purpose of this Agreement is to comply with the requirements of the Privacy Rule, the Security Rule, and HITECH, including but not limited to the Business Associate Requirements at 45 C.F.R. Section 164.504(e).

Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION I – DEFINITIONS

- 1.1 Definitions. Unless otherwise provided in this Agreement, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 C.F.R. Sections 160 and 164, and HITECH and its related regulations.

SECTION II – OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Use/Disclosure of PHI. In connection with its use and disclosure of PHI, Business Associate agrees that it shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by law.
- (a)
- 2.2 Safeguards for Protection of PHI. Business Associate agrees to implement and maintain appropriate Technical, Physical, and Administrative Safeguards to prevent the use or disclosure of PHI other than as provided in this Agreement.

- 2.3 Compliance with HITECH Act and Regulations. Business Associate will comply with the requirements of HITECH, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human Services (“HHS”) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.
- 2.4 General Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI which is not provided for by this Agreement of which Business Associate becomes aware.
- 2.5 Reporting of Breaches of Unsecured Protected Health Information. Business Associate will report in writing to Covered Entity’s Privacy Officer any Breach of Unsecured PHI, as defined in the Breach Notification Regulations, within one (1) business day of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations.
- (b)
- 2.6 Mitigation. Business Associate shall make reasonable efforts to mitigate, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI.
- 2.7 Subcontractors. Business Associate shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to Business Associate with respect to PHI. Prior to disclosing PHI to any subcontractor or agent, Business Associate shall enter into a written agreement with such subcontractor or agent that comports with the Business Associate contracting requirements under HIPAA. Such written agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement in the event of any violation. A copy of such agreement shall be provided to Covered Entity upon execution.
- 2.8 Access by Individuals. Business Associate shall provide Covered Entity with access to and copies of PHI, including PHI maintained in a Designated Record Set, and shall provide electronic copies of Electronic PHI in a format designated by Covered Entity, within five (5) business days of a request by Covered Entity, consistent with the access rights of Individuals under 45 CFR 164.524.
- 2.9 Access by Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity’s or Business Associate’s compliance with the HIPAA privacy regulations.
- 2.10 Access by Covered Entity. Upon reasonable notice, Business Associate shall make its internal practices, book, and records relating to the use and disclosure of PHI available to Covered Entity for purposes of determining Business Associate’s compliance with the

terms of this Agreement and Business Associate's compliance with HIPAA and HITECH.

- 2.11 Accountings of Disclosures. If Business Associate discloses any PHI, Business Associate shall make available to Covered Entity the information necessary for Covered Entity to provide an Accounting of Disclosures to any Individual who requests such an Accounting, or, in the alternative, Business Associate shall provide an accounting of disclosures directly to the requesting Individual, if requested by Covered Entity. Business Associate shall log or otherwise document all disclosures of PHI and any and all information relating to such disclosures in a manner consistent with the obligations of Business Associate to respond to a request by an Individual for an Accounting of Disclosures in accordance with 45 CFR §164.528. Such log of disclosures shall be maintained for not less than six years after the disclosure of PHI.
- 2.12 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to Covered Entity's obligations under the Privacy Rule.
- 2.13 Restrictions and Revocations. Business Associate shall abide by all restrictions in the use and/or disclosure of an Individual's PHI to the extent directed or agreed to by Covered Entity pursuant to 45 CFR 164.522. Business Associate shall abide by all revocations of authorizations regarding the use and/or disclosure of PHI to the extent directed or agreed to by Covered Entity.

SECTION III – PERMITTED USES AND DISCLOSURES

- 3.1 General. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may utilize PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are required by law, or that BA Subcontractor obtains written assurances from any entity to which the PHI is disclosed that the PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such entity.

SECTION IV – OBLIGATIONS OF COVERED ENTITY

- 4.1 Notice of Privacy Practices. Covered Entity has included and will continue to include, in the Covered Entity Notice of Privacy Practices information advising Individuals that Covered Entity may disclose their PHI to Business Associates.
- 4.2 Consents/Authorizations. Covered Entity has obtained and will continue to obtain, from Individuals, consents, authorizations and other permissions that may be required by the

Privacy Rule or applicable state laws and/or regulations prior to furnishing Business Associate PHI pertaining to Individuals.

- 4.3 Restrictions. Covered Entity will promptly notify Business Associate in writing of any restrictions on the use and disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- 4.4 Revocation of Authorization. Covered Entity shall promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- 4.5 Minimum Necessary. Covered Entity shall only provide Business Associate with the Minimum Necessary information required for Business Associate to comply with its duties and exercise its rights under the Underlying Agreement.
- 4.6 De-identified Information. Business Associate shall own and may retain, after the expiration of this Agreement, all de-identified data sets created using Covered Entity's PHI whether combined with the PHI of Covered Entity, a third party, or standing alone.
- 4.7 Indemnification. Covered Entity acknowledges that it is liable for any breach of the Privacy Rule and Security Rule arising out of its acts and omissions with regard to PHI. As such, Covered Entity shall indemnify and defend the Business Associate from any action, proceeding, or governmental agency investigation or enforcement activity arising out of Covered Entity's improper actions with regard to PHI.

SECTION V – SECURITY

- 5.1 Business Associate agrees to implement the Security Rule (security standards as set out in 45 C.F.R. parts 160, 162 and 164), Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (c)
- 5.2 Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware in writing within one (1) business day.
- 5.3 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 5.4 Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement the Security Rule, Administrative, Physical and Technical Safeguards that reasonably and appropriately

protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information.

- 5.5 Business Associate agrees to make its policies, procedures, and documentation relating to the safeguards described herein available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Security Rule.

SECTION VI – TERM & TERMINATION.

- 6.1 **Term and Termination.** This Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. The parties acknowledge and agree that the terms and conditions stipulated in this Agreement shall apply to any future written or oral agreements between Covered Entity and Business Associate which involve the use, maintenance, or disclosure of PHI, whether or not this Agreement is incorporated by reference into future agreements executed between the parties.
- 6.2 **Termination for Cause.** Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may in its sole discretion choose to provide Business Associate with notice of the existence of an alleged material breach and provide Business Associate an opportunity to cure the alleged material breach. In the event Business Associate fails to cure the breach to the satisfaction of Covered Entity, Covered Entity may immediately terminate this Agreement.
- 6.3 **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall, if feasible, return or securely destroy all of the PHI that Business Associate maintains in any form and shall not retain any copies of such PHI. If Business Associate believes that it is not feasible to return or securely destroy any such PHI, Business Associate shall so notify Covered Entity in writing. In the event that Covered Entity concurs that the return or secure destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

SECTION VII – MISCELLANEOUS

- 7.1 **Amendment.** The parties agree that this Agreement shall be deemed automatically amended, by force of law and without further act of the parties, to incorporate any and all amendments to HIPAA or HITECH by statute, regulation or Department of Health and Human Services directive, rule or policy, or an interpretation by any court of competent jurisdiction.
- 7.2 **Interpretation.** Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and

the HIPAA privacy regulations.

- 7.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any other person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 7.4 No agency relationship. In relation to the use, maintenance, and disclosure of PHI that Business Associate received from or on behalf of Covered Entity, Business Associate shall not be an agent of Covered Entity, within the scope of the definitions of agent or agency relationship under Federal common law. The parties acknowledge that Covered Entity shall not have authority to direct or control Business Associate's conduct to an extent or in a manner that would give rise to an agency relationship under Federal common law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

Champlain Valley Physicians Hospital Medical Center

By: _____

Title: _____

Date: _____

The City of Plattsburgh

By: _____

Title: _____

Date: _____



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

March 8, 2019

Mayor Colin L. Read
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval to send two Police Department employee's to Verona, NY for the "New York State Tactical Officers Association Patrol Tactics Conference Training", which is being held April 14, 2019- April 17, 2019. The total cost should not exceed \$1,269.50, and will be expensed out of the Asset Forfeiture Fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a vertical line.

Chief Levi Ritter
Plattsburgh Police Department



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

March 7, 2019

Mayor Colin L. Read
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval to send a Police Department employee to Oriskany, NY for the "NYS Homeland Security and Emergency Services FBI Crisis Negotiation Course Training", which is being held April 15-April 19, 2019. The total cost should not exceed \$296.25, as the lodging and training are being provided by Homeland Security, and will be expensed out of the Asset Forfeiture Fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a faint circular stamp.

Chief Levi Ritter
Plattsburgh Police Department



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

March 7, 2019

Mayor Colin L. Read
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval to send a Police Department employee to Oriskany, NY for the "NYS Homeland Security and Emergency Services Initial Response to Active Shooter Training", which is being held June 2-June 4, 2019. The total cost should not exceed \$173.25, as the lodging and training are being provided by Homeland Security, and will be expensed out of the Asset Forfeiture Fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a horizontal line.

Chief Levi Ritter
Plattsburgh Police Department