

OSWEGO COUNTY LEGISLATIVE AGENDA



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: August 10, 2023 2:00pm

Location: Chambers – H. Douglas Barclay Courthouse, 1 Broad Street, Pulaski, NY 13142

2:00^{pm} – PUBLIC HEARING

- Public Hearing - A Resolution Adopting County of Oswego Local Law Number 3 of 2023 Entitled "A Local Law Allowing Eligible Volunteer Firefighters and Ambulance Workers To Receive A Real Property Tax Exemption Under Real Property Tax Law (RPTL) §466-A"

2:00^{pm} – CALL TO ORDER

Roll Call	Clerk of the Legislature, Betsy Sherman-Saunders
Invocation	Clerk of the Legislature, Betsy Sherman-Saunders
Pledge of Allegiance	Chairman of the Legislature, James Weatherup

APPROVAL OF MINUTES

- Minutes of the Oswego County Legislature Regular Meeting on **July 13, 2023**

PROCLAMATIONS AND RECOGNITIONS

INTRODUCTION OF VISITORS

PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

REPORTS

- Reports of County Officials
- Reports of Standing Committees
- Reports of Special Committees

RESOLUTIONS AND MOTIONS

GOVERNMENT, COURTS & CONSUMER AFFAIRS COMMITTEE

- | | |
|-------------|--|
| GC-1 | Resolution Approving the Execution of a Consulting Agreement with Alex Bogawich Concerning the Attis Ethanol Fulton Property |
| GC-2 | Resolution Accepting New York State Shared Services Matching Funds and Allocating to Development and Efficiency Fund |

- GC-3** Resolution Awarding Professional Services Contract – RFP 23-CC-001 Electronic Document & Archival Records Management System
- GC-4** A Resolution Adopting County of Oswego Local Law Number 3 of 2023 Entitled “A Local Law Allowing Eligible Volunteer Firefighters and Ambulance Workers To Receive A Real Property Tax Exemption Under Real Property Tax Law (RPTL) §466-A”

PUBLIC SAFETY COMMITTEE

- PS-1** Resolution Approving the Execution of an Intermunicipal Agreement with The City of Oswego and the Oswego County Fire Safety Training Center
- PS-2** Resolution Authorizing Budgetary Modification E911 – Overtime
- PS-3** Resolution Establishing E911 Capitol Project No. 1223- EMS Radio Replacement
- PS-4** Resolution Authorizing The Creation of One Part Time Position In E911 Department
- PS-5** Resolution Authorizing Budget Modification Emergency Management Office Drone Technology– American Rescue Plan Funds
- PS-6** Authorizing an Intermunicipal Disaster Assistance Agreement By And Between The County of Oswego And The County Of Onondaga

HUMAN SERVICES COMMITTEE

- HS-1** Resolution to Transfer Funds From Insurance Recovery Fund to Department of Social Services Automotive Supplies and Repair Account
- HS-2** Resolution Authorizing Budget Modification Department of Social Services-Other Equipment External Speaker Install
- HS-3** Resolution Authorizing Creation of One (1) Principal Caseworker Aide, One (1) Senior Caseworker Aide and Five (5) Caseworker Aide Positions In The Department of Social Services
- HS-4** Resolution Awarding Professional Services Contract- RFP 23-DSS-001 – Door to Door Transportation Services
- HS-5** Resolution Authorizing Amending Contract RFP# 19-HD-006 – Senior Transportation Services

ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE

- None

HEALTH COMMITTEE

- HE-1** Resolution Authorizing Health Department–Request to Transfer Senior Typist Position 418921901 From Hospice To Health Administration

INFRASTRUCTURE, FACILITIES & TECHNOLOGY COMMITTEE

- IT-1** Resolution Establishing Capital Project No. 1123 Mixplant Rehab
- IT-2** Resolution Authorizing the Chairman to Execute an Agreement Extension Between The County of Oswego and the Oneida Herkimer Solid Waste Authority
- IT-3** Resolution Authorizing Budgetary Modification Department of Solid Waste-Energy Recovery Facility Plant Expense
- IT-4** Resolution Authorizing Budgetary Modification Department of Solid Waste-Energy Recovery Facility Insurance Recovery for CP NO. 1122 ERF Boiler NO. 2
- IT-5** Resolution Authorizing Budgetary Modification Department of Solid Waste-Bristol Hill Landfill Auction Proceeds to Other Equipment
- IT-6** Resolution Authorizing Budgetary Modification Department of Solid Waste-Bristol Hill Landfill Other Equipment Purchase of Used Compactor

FINANCE & PERSONNEL COMMITTEE

- FP-1** Resolution Authorizing Budget Modification and Amending Resolution 114 of 2023 Regarding Payment of Employee COVID and Retention Stipends
- FP-2** Resolution Authorizing Budget Modification to Increase Capital Project No. 0822 Contract Management System
- FP-3** Resolution of the Legislature of the County of Oswego Increasing Taxes on Sales and Uses of Tangible Personal Property and of Certain Services, On Occupancy of Hotels Rooms and on Amusement Charges Pursuant to Article 29 of the Tax Law of the State of New York

UNFINISHED BUSINESS

MISCELLANEOUS BUSINESS

ADJOURNMENT

PUBLIC COMMENT PERIOD

OSWEGO COUNTY LEGISLATIVE MEETING



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: July 13, 2023, at 2:00 p.m.

Location: Chambers - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

PUBLIC HEARING

Public Hearing – regarding a Local Law Amending Local Law Number 2 of 2021 Regarding Concerns of Residency Requirements for Assistant Public Defenders.

Public Hearing was called to order at 2:04 p.m.

No speakers

Public Hearing was closed at 2:07 p.m.

Public Hearing – regarding Resolution Approving An Amended and Restated Title VI Plan For The County of Oswego.

Public Hearing was called to order at 2:07 p.m.

No speakers

Public Hearing was closed at 2:08 p.m.

CALL TO ORDER

A Regular Meeting of the Oswego County Legislature was called to order at 2:08 pm by Chairman James Weatherup with the Clerk of the Legislature present.

Roll Call was taken with all legislator's present except Leg. Walpole.

The invocation was given by the Clerk of the Legislature Betsy Sherman-Saunders, followed by the Pledge of Allegiance led by Chairman James Weatherup.

APPROVAL OF THE MINUTES

Minutes of the Oswego County Legislature Regular Meeting on **June 15, 2023** were approved.

PROCLAMATIONS AND RECOGNITIONS

Proclamation – Americans with Disabilities Awareness Day

INTRODUCTION OF VISITORS

None.

PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

None.

REPORTS

Reports of County Officials – None.
Reports of Standing Committees – None.
Reports of Special Committees – None.

RESOLUTIONS AND MOTIONS

GC-1 Legislator Holst offered a resolution entitled, **RESOLUTION AALOCATING FUNDS MADE AVAILABLE TO THE COUNTY OF OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT TO CERTAIN SUB-RECIPIENTS AND BENEFICIARIES**

Resolution 202 of 2023 adopted by a voice vote: Yes: 22 No: 2 Absent: 1
(Leg. Kline in opposition)

GC-2 Legislator Holst offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE OF STRATEGIC INITIATIVES – AMERICAN RESCUE PLAN FUNDS**

Resolution 203 of 2023 adopted by a voice vote: Yes: 22 No: 2 Absent: 1
(Leg. Castiglia opposition)

GC-3 Legislator Holst offered a resolution entitled, **RESOLUTION RESCINDING CERTAIN PREVIOUSLY APPROVED ARPA AWARDS**

Resolution 204 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-4 Legislator Holst offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION COUNTY CLERK/DEPARTMENT OF MOTOR VEHICLES**

Resolution 205 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-5 Legislator Holst offered a resolution entitled **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 23-PD-001 CASE MANAGEMENT SOFTWARE**

Resolution 206 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-6 Legislator Holst offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO INCREASE WAGES TEMPORARY AND PART-TIME WAREHOUSE, TRUCKING AND TECHNICIAN WORKERS FOR BOARD OF ELECTIONS**

Resolution 207 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-7 Legislator Holst offered a resolution entitled **RESOLUTION SETTING STANDARD WORKDAYS AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS**

Resolution 208 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-8 Legislator Holst offered a resolution entitled **RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN THE COUNTY ATTORNEY'S OFFICE**

Resolution 209 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-9 Legislator Holst offered a resolution entitled **RESOLUTION DENYING ADMINISTRATIVE TAX REFUND OR CREDIT PURSUANT TO NEW YORK STATE REAL PROPERTY TAX LAW §556 REGARDING REAL PROPERTY LOCATED AT 10 WEDGEWORTH DRIVE IN THE TOWN OF WEST MONROE**

Resolution 210 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-10 Legislator Holst offered a resolution entitled **RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 2 OF 2023, ENTITLED “A LOCAL LAW AMENDING LOCAL LAW NUMBER 2 OF 2021 AS CONCERNS RESIDENCY REQUIREMENTS FOR ASSISTANT PUBLIC DEFENDERS”**

Resolution 211 of 2023 adopted by a voice vote: Yes: 23 No: 1 Absent: 1
(Leg. Castiglia in opposition)

GC-11 Legislator Holst offered a resolution entitled **RESOLUTION AUTHORIZING THE CHAIRMAN OF THE LEGISLATURE TO EXECUTE DOCUMENTS THAT MAY BE NECESSARY AS COUNTY DEPARTMENTS SEEK PUBLIC AND PRIVATE FUNDS TO SUPPORT APPROVED PROGRAMS AND PROJECTS**

Resolution 212 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-12 Legislator Holst offered a resolution entitled **RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NO. 3 OF THE YEAR 2023, ENTITLED, “A LOCAL LAW ALLOWING ELIGIBLE VOLUNTEER FOREFIGHTERS AND VOLUNTEER AMBULANCE WORKERS TO RECEIVE A REAL PROPERTY TAX EXEMPTION UNDER REAL PROPERTY TAX LAW (RPTL) §466-A**

Resolution 213 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

GC-13 Legislator Holst offered a resolution entitled **RESOLUTION APPOINTING A HISTORIAN FOR THE COUNTY OF OSWEGO**

Resolution 214 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-1 Legislator Greco offered a resolution entitled, **RESOLUTION AUTHORIZING THE CREATION OF ONE TEMPORARY POSITION IN THE EMERGENCY MANAGEMENT DEPARTMENT**

Resolution 215 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-2 Legislator Greco offered a resolution entitled, **RESOLUTION AUTHORIZING CAPITAL PROJECT 0923 – COUNTY FIRE COORDINATORS SPECIAL TEAMS**

Resolution 216 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-3 Legislator Greco offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION DISTRICT ATTORNEY’S OFFICE TRANSFER FROM SALARIES AND WAGES TO OTHER EQUIPMENT**

Resolution 217 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- PS-4** Legislator Greco offered a resolution entitled, **RESOLUTION DESIGNATING CHIEF MEDICAL OFFICER FOR THE OSWEGO COUNTY CORRECTIONAL FACILITY PURSUANT TO CORRECTIONS LAW §501(2)**

Resolution 218 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-1** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFCATION DEPARTMENT OF SOCIAL SERVICES VIDEO CONFERENCING MONITORS FOR ASSISTANCE PROGRAMS DIVISION**

Resolution 219 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-2** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/RESIDENTIAL DOMESTIC VIOLENCE SERVICES**

Resolution 220 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-3** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/POSTAGE (ADMINISTATIVE)**

Resolution 221 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-4** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/OTHER SUPPLIES & EXPENSE**

Resolution 222 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-5** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/POSTAGE (ADULT & FAMILY SERVICES)**

Resolution 223 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-6** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES TO ACCEPT AND EXPEND ADDITIONAL STATE AID FROM NYS OASAS, OMH AND OPWDD**

Resolution 224 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-7** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING CREATION OF ONE PRINCIPAL SOCIAL WELFARE EXAMINER POSITION IN THE DEPARMTENT OF SOCIAL SERVICES ASSISTANCE PROGRAMS UNIT**

Resolution 225 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-8** Legislator Reehil offered a resolution entitled **RESOLUTION REQUESTING MODIFICATION TO CAPITAL PROJECT NO. 0823 DEPARTMENT OF SOCIAL SERVICES – SPACE MAXIMIZATION PROJECT**

Resolution 226 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HS-9** Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES – MEDIA AND ADVERTISING OUTREACH FOR RECRUITMENT**

Resolution 227 of 2023 adopted by a voice vote: Yes: 22 No: 2 Absent: 1
(Leg. Castiglia and Schadt in opposition)

- EP-1** Legislator Chesbro offered a resolution entitled, **RESOLUTION APPROVING AN AMENDED AND RESTATED TITLE VI PLAN FOR THE COUNTY OF OSWEGO**

Resolution 228 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- EP-2** Legislator Chesbro offered a resolution entitled, **RESOLUTION APPOINTING THE DIRECTOR OF MOBILITY MANAGEMENT AS THE PUBLIC TRANSPORTATION LIAISON**

Resolution 229 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- EP-3** Legislator Chesbro offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT, OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT – LAND USE PLANNING**

Resolution 230 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HE-1** Legislator Karasek offered a resolution entitled, **RESOLUTION TO RECLASSIFY TWO EARLY INTERVENTION SPECIALISTS TO SENIOR EARLY INTERVENTION SPECIALISTS**

Resolution 231 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- HE-2** Legislator Karasek offered a resolution entitled, **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 23-HLTH-002 – ANALYTICAL TESTING SERVICES**

Resolution 232 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- IT-1** Legislator IHouse offered a resolution entitled, **RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 0723 – AIRPORT HVAC REPLACEMENT**

Resolution 233 of 2023 adopted by a voice vote: Yes: 22 No: 2 Absent: 1
(Leg. Castiglia and Schadt in opposition)

- IT-2** Legislator House offered a resolution entitled, **RESOLUTION TO TRANSFER AUTHORIZATION FOR SALES SCRAP & EXCESS MATERIALS INTO HIGHWAY EXPENSE**

Resolution 234 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- IT-3** Legislator House offered a resolution entitled, **RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1023 SCRIBA GARAGE VEHICLE LIFTS**

Resolution 235 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- IT-4** Legislator House offered a resolution entitled, **RESOLUTION AUTHORIZING EXPENDITURE FROM CAPITAL RESERVE NO. 146 – HIGHWAY & EQUIPMENT**

Resolution 236 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- IT-5** Legislator House offered a resolution entitled, **RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT NO. CO123 – ASBESTOS REMEDIATION**

Resolution 237 of 2023 adopted by a voice vote: Yes: 23 No: 1 Absent: 1
(Leg. Castiglia in opposition)

- IT-6** Legislator House offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION CENTRAL SERVICES INCREASE CAPITAL PROJECT NO. T0322 COUNTY VIDEO SURVEILLANCE SYSTEM**

Resolution 238 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- IT-7** Legislator House offered a resolution entitled, **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT LOWER APRON REPAIRS AT THE ENERGY RECOVERY FACILITY**

Resolution 239 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

- FP-1** Legislator Mangano offered a resolution entitled, **RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN THE TREASURER'S OFFICE**

Resolution 240 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

UNFINISHED BUSINESS

None.

MISCELLANEOUS BUSINESS

Chairman Weatherup thanked Camp Hollis for hosting the Legislature Luncheon once again this year.

Leg. House made a motion to waive the rules to hear resolution GC-14, multiple seconds.

Motion **passed** by a voice vote: Yes: 24 No: 0 Absent: 1

GC-14 Legislator Holst offered a resolution entitled **RESOLUTION APPROVING THE EXECUTION OF A CONSULTING AGREEMENT WITH ALEX BOGAWITCH CONCERNING THE ATTIS ETHANOL FULTON PROPERTY**

Resolution 241 of 2023 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

Leg. Castiglia asked that the members of the minority join the discussions on redistricting lines being drawn.

ADJOURNMENT

Legislator H. Yerdon motioned to adjourn, multiple seconds.

Vote: Unanimous, motion carried

Legislature adjourned at 2:57 p.m.

PUBLIC COMMENT PERIOD

None.

Betsy Sherman-Saunders
Clerk of the Legislature

RESOLUTION NO.

August 10, 2023

**RESOLUTION APPROVING THE EXECUTION OF A
CONSULTING AGREEMENT WITH ALEX BOGAWICH
CONCERNING THE ATTIS ETHANOL FULTON PROPERTY**

By Legislator Holst:

WHEREAS, the county is presently the owner of four of the five parcels comprising the former Attis Ethanol Fulton properties; and

WHEREAS, it has become apparent that the properties require supervision and oversight by an individual familiar with same to keep them safe, secure and preserve their value; and

WHEREAS, the county has, heretofore, entered into a consulting agreement with Alex Bogawich whom has significant experience and expertise concerning the facility and is willing to assist the county on certain terms and the parties wish to extend this arrangement as it has improved and stabilized the facility and benefitted the county; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, it is hereby

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to enter into a consulting agreement with Alex Bogawich for a sum not to exceed \$5,000 per month through October 12, 2023 unless subsequently authorized by this body.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is entered into as of this ____ day of August, 2023 by and between the COUNTY OF OSWEGO, a municipal corporation, hereinafter referred to as the "COUNTY," a County of the State of New York, with principal offices at 46 East Bridge Street, Oswego, New York 13126; and Alex Bogawitch, an individual residing at 127 Cole Road, Fulton, New York 13069, hereinafter referred to as "CONSULTANT."

ARTICLE 1. SCOPE OF WORK

CONSULTANT agrees to perform the services identified in **Schedule A** (the "Services"), which is attached to and is part of this Agreement. CONSULTANT possesses unique skill and experience as the former manager of the Attis Ethanol Facility.

ARTICLE 2. TERM OF AGREEMENT

CONSULTANT agrees to perform the services beginning August 11th, 2023 and ending October 12th, 2023 unless otherwise renewed or extended by the mutual consent of the parties in writing.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services or as such Services may be modified by mutual written agreement, the COUNTY agrees to compensate CONSULTANT in accordance with the fees as stated in **Schedule A** which is attached to, and is made a part of this Agreement.

Said compensation constitutes the total compensation (subject to authorized adjustment) payable to CONSULTANT for performing the Services. A not-to-exceed cost of \$5,000.00 has been established for the scope of Services rendered by CONSULTANT. Costs in excess of such not-to-exceed costs, if any, may not be incurred without prior written authorization of the Chairman of the Legislature of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement after consultation with the Department Head.

CONSULTANT shall track all daily hours in writing along with a brief summary of the work completed weekly and submit the same to the Office of the Chairman of the Legislature on a biweekly basis for processing and payment by the COUNTY in accordance with standard county procedures.

ARTICLE 4. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying goods and incurring expenses under this agreement CONSULTANT shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent of the COUNTY.

In accordance with such status as independent contractor, CONSULTANT 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 COUNTY, 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 COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 5. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to CONSULTANT or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 6. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York with venue in Oswego County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse Division.

CONSULTANT 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 7. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that it will comply, in all respects, with all federal, state laws and/or regulations including OSHA/PESH and other laws regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

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, a Workers' Compensation insurance (or provide an exemption form CE-200 if exempt), 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 County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County 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 Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant

irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Agreement. The provisions of insurance by Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the Consultant's insurance policy(ies), with the exception of workers' compensation

Required Insurance MINIMUMS:

Commercial General Liability Insurance
\$1,000,000 per occurrence CSL /2,000,000 aggregate. General Aggregate to apply on a per project basis.

Automobile Liability
\$100,000/300,000 for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation and N.Y.S. Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability (unless exempt and a CE-200 form is provided).

ARTICLE 8. PROTECTION OF COUNTY PROPERTY

CONSULTANT assumes the risk of, and shall be responsible for, any loss or damage to County property, caused, either intentionally or directly or indirectly by the negligent acts or omissions or lack of good faith of CONSULTANT.

ARTICLE 9. ENTIRE AGREEMENT

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

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

COUNTY OF OSWEGO

CONSULTANT

By: _____

By: _____
Alex Bogawich

DRAFT

SCHEDULE A – SCOPE OF WORK/PAYMENT

The County and Consultant further mutually agree as follows:

CONSULTANT shall, based on his unique knowledge of the Attis Ethanol Facility in Volney, New York provide general maintenance services including advice and troubleshooting, including, but not limited to, the following terms:

- No weekend or night work is requested or required under this agreement. Consultant shall perform services during normal business hours only unless contacted by fire or police in the event of an emergency. Consultant may work as needed zero (0) up to forty (40) hours per week, Monday through Friday.
- Consultant shall incur no expenses or obligations on behalf of the County of Oswego under this agreement; payment hereunder is inclusive of all services rendered. The Consultant shall hire no contractors or employees, or purchase any equipment, fuel or goods under this Agreement.
- Consultant shall contact the county (at a number to be provided by the county) which will provide any necessary ancillary equipment, supplies or services (etc., plywood, locks, locksmith, chain, diesel, refuse removal and the like) which, in the county's sole discretion, may be needed.
- Consultant shall be responsible for: (1) Securing the facility to the best of his ability and calling law enforcement if unauthorized persons are present; (2) Stabilizing the facility to make it as safe as possible by addressing any known or apparent hazards if Consultant is qualified and able to do so; (3) Determining cause of various alarms and resetting same if able to be reset; (4) General maintenance including cleanup, mowing and picking up refuse; (5) Promptly reporting to the county of any significant issues with the facility on a timely basis; (6) Reporting to the county on a weekly basis regarding work performed hereunder and facility condition; (7) Upon request, being present while the facility is being showed for sale; and (8) Complying with all applicable laws and OSHA/PESH regulations in the performance of services hereunder.

For all services performed hereunder, Consultant shall be paid a contractual rate of \$31.25 per hour. The total contract price shall not exceed \$5,000 per month for all services provided hereunder.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

<i>March</i>	73123
COUNTY ADMINISTRATOR	DATE
<i>Steve Holtz</i>	7-31-23
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION ACCEPTING NEW YORK STATE SHARED SERVICES
MATCHING FUNDS AND ALLOCATING TO DEVELOPMENT AND
EFFICIENCY FUND**

By Legislator David Holst:

WHEREAS, Oswego County has received \$1,782,945.51 from the New York State Shared Services program, as a match to tax levy savings implemented by Oswego County and;

WHEREAS, it is appropriate to allocated these funds to the Development & Efficiencies Fund for economic development and internal efficiency projects;

NOW, THEREORE BE IT RESOLVED, upon recommendation of the Government, Courts and Consumer Affairs Committee and the Finance & Personnel Committee and the approval of this body, the County Treasurer be, and he is, authorized to transfer the funds to A1010 430890 DEVEF and increase A1010 543700 DEVEF by the same as shown on the attached budget modification, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



**COUNTY OF OSWEGO
OFFICE OF THE COUNTY ADMINISTRATOR**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
Phone 315-349-8235 Fax 315-349-8237
Philip R. Church, County Administrator

To: Oswego County Legislature
From: Philip Church, County Administrator
Date: July 15, 2023
Re: Budget Modification – Shared Services

SUBJECT:

Budget Modification accepting shared services matching funds.

BACKGROUND:

New York State's County-wide Shared Services Initiative pays local governments a match equal to tax levy savings resulting from collaborative projects among municipalities that are included in annual shared services plans. Under our 2019 Shared Services Plan, Oswego County and the Towns of Sandy Creek and Richland saved \$1,791,212.17 resulting from a joint health benefits administration RFP with Syracuse and Onondaga and the joint purchase of a screener among the towns. The county's portion of the award is \$1,782,945.51.

The legislature has previously identified the need for a Development & Efficiencies Fund (DEF) to have money available to pay for projects that facilitate unanticipated economic development and internal efficiency opportunities. This account was funded initially by a grant, and then by a percentage of PILOT revenues. Year-end balances are rolled into the account for use availability in the next fiscal year. The practice of funding the account with PILOT revenue was ended by the Legislature in 2022, leaving no source of funds for the DEF.

Matching funds from the state that result from implementing cost-saving efficiencies would be an appropriate source of funding to continue the DEF, particularly as new opportunities arise with the development of Micron and associated industries in the region that will positively impact Oswego County.

RECOMMENDATION:

Approve this budget modification accepting shared services revenue and allocating it to the Development & Efficiencies Fund account, A1010.543700.DEVEF.

CURRENT YEAR AND NEXT YEAR FISCAL IMPACT: Increase the Development & Efficiencies account by \$1,782,945.51 in 2023. The year-end balance of this grant will be rolled into the 2024 operating budget and future operating budgets if funds remain, making it unnecessary to fund the account on the tax levy.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

8.10.2023

[illegible]

Department Head	Date	County Administrator	DATE
*Director of Human Resource	Date	Chairperson	DATE
		County Treasurer	DATE

*If personnel services are impacted

RESOLUTION NO.

August 10, 2023

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 23-CC-001 ELECTRONIC DOCUMENT & ARCHIVAL RECORDS
MANAGEMENT SYSTEM**

By Legislator David Holst:

WHEREAS, the County issued a request for proposal for a vendor to provide an Electronic Document & Archival Records Management System; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-CC-001) from multiple qualified firms to provide an Electronic Document & Archival Records Management System; and

WHEREAS, the Oswego County Clerks Department and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from ICC – Community Development Solutions., Rochester, NY 14623 meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Government, Courts and Consumer Affairs Committee that the County of Oswego awards the professional service contract for providing an Electronic Document & Archival Records Management System, to ICC- Community Development Solutions, 781 Elmgrove Rd, Rochester, NY 14624 at an initial start-up cost of \$24,795.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

Schedule A

Evaluation Comparison

RFP 23-CC-001 E-DOC. ARCHIVAL RECORDS MGMT. SYSTEM

Total Points	Evaluation Criteria	ICC COMMUNITY DEVELOPMENT SOLUTIONS							IQS INFO QUICK SOLUTIONS						
		CS	GP	HC	MB	RB	TW		CS	GP	HC	MB	RB	TW	
40	Evaluator Experience & Capabilities	35	40	40	40	39	40		25	25	35	35	39	40	
30	Management Outline and Project Approach	15	23	30	30	28	30		15	25	25	28	29	30	
10	Business & Organization	9	10	10	10	10	10		5	10	10	10	10	10	
20	Cost	15	17	15	12	19	10		19	10	20	18	18	12	
100	Total Points	74	90	95	92	96	90		64	70	90	91	96	92	
Rating per Evaluation		89.5							83.8						

Total Points	Evaluation Criteria	GRM/ VISUALVAULT							GLOBAL SOLUTIONS GROUP						
		CS	GP	HC	MB	RB	TW		CS	GP	HC	MB	RB	TW	
40	Evaluator Experience & Capabilities	10	30	35	30	30	32		20	25	30	25	30	30	
30	Management Outline and Project Approach	20	27	30	30	29	28		20	30	30	30	30	20	
10	Business & Organization	7	10	10	10	10	8		5	10	10	10	10	5	
20	Cost	18	15	10	10	12	7		10	18	10	10	12	7	
100	Total Points	55	82	85	80	81	75		55	83	80	75	82	62	
Rating per Evaluation		76.3							72.8						

CS - Christopher Schreck

JB - Julie Bell

TW - Terry Wilbur

GP - Greg Powlin

MB - Matthew Bacon

HC - Holly Carpenter

RB - Robert Brown

Evaluation Comparison

Evaluation Comparison

Total Points		Evaluation Criteria	RICOH USA, Inc.							TOSHIBA BUSINESS SOLUTIONS						
			CS	GP	HC	MB	RB	TW		CS	GP	HC	MB	RB	TW	
40		Evaluator Experience & Capabilities	5	25	35	35	10	20		30	35	40	35	39	32	
30		Management Outline and Project Approach	10	23	20	20	26	28		25	28	30	30	30	26	
10		Business & Organization	6	10	10	5	9	5		8	10	10	8	10	8	
20		Cost	17	15	15	15	5	14		5	0	0	6	17	7	
100		Total Points	38	73	80	75	50	67		68	73	80	79	96	73	
Rating per Evaluation			63.8							78.2						



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
 Phone (315)326-6050 Fax (315)342-2468
 Email: Purchasing@Oswegocounty.com

RFP 23-CC-001 – Electronic Document & Archival Records Mgmt. System

Name of Company	Location	Costs	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC
ICC Community Development Solutions	781 Elmgrove Rd. Rochester, NY 14624	See attachment	89.5	X X X X X
IQS - Info Quick Solutions	7160 Morgan Road Liverpool, NY 13090	See attachment	83.8	X X X X X
GRM Visual Vault	215 Coles Street Jersey City, NJ 07310	See attachment	76.3	X X X X X
Global Solutions Group, Inc	25900 Greenfield Road, Suite 220, Oak Park, MI 48237	See attachment	72.8	X X X X X
RICOH USA, Inc.	300 Eagle View Blvd. Ste. 200, Exton, PA 19341	See attachment	63.8	X X X X
Toshiba	6800 Old Collamer Rd., East Syracuse, NY 13057	See attachment	78.2	X X X X X

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 23-CC-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on June 8, 2023. It was also sent directly to the following vendors:

Cott Systems, Inc.
 Stoneshare

Info Quick Solutions (IQS)
 Toshiba

Laserfiche

Number of Responses: six (6)

ICC Community Development Solutions	Pro • Location (Rochester) • Similar Project experience (Washington County) • Short timeline • Existing Laserfiche account Con • 3rd party software (Laserfiche) • Only 2 onsite training days, charged per day.
Info Quick Solutions (IQS)	Pro • Local company (Liverpool) • Short Timeline • Proprietary software • Cost Con • Minimal experience • Minimal detail to outline & timeline. • No cloud platform option
GRM Visual Vault	Pro • Proprietary software • Detailed project approach • Cloud based. Con • Cost for cloud storage • No similar project experience. • Cost • General outline
Global Solutions Group	Pro • Additional scanning services available. • Detailed outline & timeline • Organization • Laserfiche- existing solution for Oswego. • Provides on-site & cloud-based capabilities. Con • 3rd party software (Laserfiche) • Located in Michigan • Cost • No on-premises option offered.

RICOH USA, Inc.	Pro • Large established company • Previously worked with Oswego County • Abundance of storage • Cloud Platform Con • 3rd party software (Laserfiche) • Only quoted cloud servers • Cookie cutter proposal • Cost
Toshiba Business Solutions	Pro • Highly experienced • Detailed project timeline • Mainstream provider Con • 3rd part software (DocuWare) • No total cost provided within proposal. • No comparative cost data.

Proposals Reviewed By:

Terry Wilbur, Matthew Bacon, Christopher Schreck, Holly Carpenter, Greg Powlin, Robert Brown

Evaluation Summary: The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **ICC Community Development Solutions.**

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

3.1.8 – SECTION 7: BUDGET

Pricing Block One: Utilizing an upgrade to the existing County on-premise Laserfiche System:

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Avante Named Full User with Snapshot, Web Access & Email	MNF16	10	\$600.00	\$6,000.00
Base Software Subtotal				\$6,000.00
Add-Ons/Plug-Ins				
Avante Starter Public Portal	MPP1	1	\$15,000.00	\$15,000.00
Avante Records Management Module	MSM60	1	\$6,000.00	\$6,000.00
Avante Forms	MFRM16	10	\$50.00	\$500.00
Laserfiche Participant Users - 10-199 Tier	JSPAR	10	\$110.00	\$1,100.00
Add-Ons/Plug-Ins Subtotal				\$22,600.00
Support				
LSAP Avante Named Full User with Snapshot, Web Access & Email	MNF16B	10	\$120.00	\$1,200.00
LSAP Avante Starter Public Portal	MPP1B	1	\$3,000.00	\$3,000.00
LSAP Avante Records Management Module	MSM60B	1	\$1,200.00	\$1,200.00
LSAP Avante Forms	MFRM16B	10	\$10.00	\$100.00
Support Subtotal				\$5,500.00
Professional Services				
Laserfiche Installation and Training On-Site Days		2	\$2,200.00	\$4,400.00
Records Retention Essentials		1	\$995.00	\$995.00
Laserfiche Project Coordination		1	\$300.00	\$300.00
Professional Services Subtotal				\$5,695.00
Grand Total				\$39,795.00
				<u>\$15,000.00</u>
				\$24,795.00

****Oswego County already owns an on-premises Avante Laserfiche System with 10 Full Users and 17 Retrieval Licenses. The licenses above would be added to the existing user counts, which includes departments already called out in this RFP.**

****Oswego County already owns the Laserfiche Forms Portal which is being actively used in departments called out in this RFP therefore, this item was not included in the above pricing. The Forms Portal would be available for use by the entire enterprise upon acceptance of this proposal.**

Anticipated annual LSAP fees after the included 1st year for the above configuration would be \$6,600.00

Note: This estimate is subject to change based upon the then-current support prices for that year.

Pricing Block Two: New Laserfiche Cloud System:

Line Item Description	Model #	Quantity	Unit Price	Total
Laserfiche Cloud				
Laserfiche Cloud - Professional User - Tier 5-49	CLENF2	10	\$830.00	\$8,300.00
Laserfiche Cloud - Participant User - Tier 10-199	CFPAR	30	\$120.00	\$3,600.00
Laserfiche Cloud - Forms Portal - 1,000 submissions per month	CLFPAL	1	\$1,800.00	\$1,800.00
Laserfiche Cloud - Records Management Module	CLRM	1	\$5,750.00	\$5,750.00
Laserfiche Cloud - Public Portal - 1,000 views per month	CLPPAL	1	\$600.00	\$600.00
Laserfiche Cloud Subtotal				\$20,050.00
Professional Services				
Laserfiche Installation and Training On-Site Days		2	\$2,200.00	\$4,400.00
Records Retention Essentials		1	\$995.00	\$995.00
Laserfiche Project Coordination		1	\$300.00	\$300.00
Professional Services Subtotal				\$5,695.00
Grand Total				\$25,745.00

Anticipated annual SAAS fees after the included 1st year for the above configuration would be \$20,050.00

Note: This estimate is subject to change based upon the then-current support prices for that year.

IQS COST ATTACHMENT

RFP 23-CC-001 – Electronic Document & Archival Records Management System

Sealed Proposals are due by 2:00 p.m., Wednesday, July 12, 2023, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for Request for Proposal #RFP 23-CC-001 Electronic Document & Archival Records Management System and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Electronic Document & Archival Records Management System, as specified in Part 2 of proposal

\$ 1,300 (25 licences) per month

\$1,500 (unlimited licenses)

List EDMS Optional Services/Products

_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly

Federal ID Number:

16-1573412

M/WBE Status:

Brian Owens

Type or Print Name

Info Quick Solutions, Inc.

Firm

Vice President, Sales

Title

7160 Morgan Road, Liverpool, NY 13090

Address

Authorized Signature

7/10/23

Date

(315) 463-1400 / (315) 463-6202

Telephone Number / Fax Number

GRM / VISUALVAULT COST ATTACHMENT

RFP 23-CC-001 – Electronic Document & Archival Records Management System

Sealed Proposals are due by **2:00 p.m., Wednesday, July 12, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal #RFP 23-CC-001 Electronic Document & Archival Records Management System** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Electronic Document & Archival Records Management System, as specified in Part 2 of proposal

\$ 8,000.⁰⁰ per month

List EDMS Optional Services/Products

SSO

\$ 1,200.⁰⁰ (total) or monthly
\$ _____ total or monthly
\$ _____ total or monthly
\$ _____ total or monthly
\$ _____ total or monthly
\$ _____ total or monthly

Federal ID Number:

83 288 23 70

Jonathan Abrahamian

Type or Print Name

Director of Sales

Title

[Signature]

Authorized Signature

07-05-2023

Date

M/WBE Status:

NA

Visual Vault / GRM

Firm

215 Coles Street

Address

Jersey City NJ, 07310

(201) 798-7100

Telephone Number / Fax Number

1. Proposal Additional Required Documentation

Proposer Reply Cover Sheet

Sealed Proposals are due by **2:00 p.m., Wednesday, July 12, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal #RFP 23-CC-001 Electronic Document & Archival Records Management System** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Electronic Document & Archival Records Management System, as specified in Part 2 of proposal \$ 5,549.17 per month

List EDMS Optional Services/Products

Cloud-based Solution	\$ <u>69,890.00/year</u> total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly
_____	\$ _____ total or monthly

Federal ID Number:

200010736

Lisa Salvador

Type or Print Name

Vice President

Title


 Authorized Signature

July 11, 2023

Date

M/WBE Status:

Active

Global Solutions Group, Inc.

Firm

25900 Greenfield Road, Suite 220

Address

Oak Park, MI 48237

248-291-5440 / None

Telephone Number / Fax Number

Estimated Hardware Cost:

Laserfiche Application Server

OS	Windows Server 2012 R2
CPU	8 Core Processor, 3 GHz Processor, RAID 6
Hard Drives	8 TB
Memory	32 GB RAM
Estimated Cost	~ \$7,000.00
Communications	TCP/IP

Database Management System

OS	Windows Server 2012 R2, Microsoft SQL Server 2014 Standard
CPU	8 Core Processor, 3 GHz Processor, RAID 6
Hard Drives	4 TB
Memory	64 GB RAM
Estimated Cost	~ \$12,000
Communications	TCP/IP

Web Module Server

OS	Windows Server 2012 with IIS 8
CPU	Quad-Core Processor, 3 GHz Processor, RAID 6
Hard Drives	4 TB
Memory	16 GB RAM
Estimated Cost	~ \$5,000.00
Communications	TCP/IP

Viewer	Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 9. Other supported browsers are Firefox, Safari and Chrome
--------	--

Workflow Server

OS	Windows Server 2012 with IIS 8
CPU	Quad-Core Processor, 3 GHz Processor, RAID 6
Hard Drives	4 TB
Memory	16 GB RAM
Estimated Cost	~ \$5,000.00
Communications	TCP/IP

Full Text-Indexing (Optical Character Recognition - OCR) Server

OS	Windows Server 2012 R2
CPU	8 Core Processor, 3 GHz Processor, RAID 6
Hard Drives	8 TB
Memory	32 GB RAM
Estimated Cost	~ \$6,000.00
Communications	TCP/IP

Image/File Server Storage

NAS	NETGEAR ReadyNAS 2120 Rack mount NAS 4-Bay 4x4TB or similar
Storage Size	16 TB
Estimated Cost	~ \$3,000.00
Communications	TCP/IP
Image Size calculation	Typical usage factoring is ~17,000 black/white standard size images per GB and ~10,000 color images per GB. Mainly used for backing up the flat files and database files.

RICOH COST ATTACHMENT

Sealed Proposals are due by **2:00 p.m., Wednesday, July 12, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY (NEW YORK) 13126.

1. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully understands the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal #RFP 23-CC-001 Electronic Document & Archival Records Management System** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Electronic Document & Archival Records Management

System, as specified in Part 2 of proposal

\$ 53,040 _____ total or Monthly

List EDMS Optional Services/Products

20 Hours Block of Time for Advanced Training

\$ 4,000 _____ total or monthly

40 Hours Block of Time for Advanced Training

\$ 8,000 _____ total or monthly

Federal ID Number:

230334400

M/WBE Status:

No

John Turcins

Type or Print Name

Firm

RVP

Title

300 Eagle view Boulevard, Ste. 200 Exton, PA 19341

Address

John Turcins

Authorized Signature

7/10/2023

Date

() / ()

Telephone Number / Fax Number

Model	Description	MSRP	Tier 1-4 Price
I940 (Group A)			
196-0988	I940 SCANMATE, 15PPM/30IPM, 5 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 YEARS	\$395.00	\$356.00
I2900 (Group B)			
143-3283	I2900, 60PPM/120IPM, FB, 44 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$3,495.00	\$3,146.00
195-5632	CARE KIT I2900, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 1 YEAR	\$480.00	\$461.00
150-9116	CARE KIT I2900, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 3 YEARS	\$1,428.00	\$1,371.00
121-1945	CARE KIT I2900, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 5 YEARS	\$2,466.00	\$2,368.00
115-7304	CARE KIT I2900, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT	\$643.00	\$618.00
179-2704	CARE KIT I2900, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$687.00	\$660.00
106-6257	CARE KIT I2900, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$2,143.00	\$2,058.00
105-6696	CARE KIT I2900, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$3,703.00	\$3,556.00
151-4124	CARE KIT I2900, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT	\$964.00	\$926.00
I3200, I3250, I3300, I3400 & I3500 (Group D)			
164-0549	I3200, 50PPM/100IPM, 59 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$3,995.00	\$3,596.00
178-8900	I3250, 50PPM/100IPM, FB, 62 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$4,495.00	\$4,046.00
114-0003	I3300, 70PPM/140IPM, 55 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$4,495.00	\$4,046.00
103-4784	I3400, 90PPM/180IPM, 49 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$5,495.00	\$4,946.00
129-2937	I3450, 90PPM/180IPM, FB, 52 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$5,995.00	\$5,396.00
121-8551	CARE KIT I32/34X0, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 1 YEAR	\$679.00	\$652.00
160-6045	CARE KIT I32/34X0, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 3 YEARS	\$2,116.00	\$2,032.00
184-8183	CARE KIT I32/34X0, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, 5 YEARS	\$3,655.00	\$3,510.00
113-8486	CARE KIT I32/34X0 ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT	\$951.00	\$913.00
162-0301	CARE KIT I32/34X0, ONSITE VISIT, NEXT BUSINESS DAY, 1 YEAR	\$995.00	\$956.00
177-4108	CARE KIT I32/34X0, ONSITE VISIT, NEXT BUSINESS DAY, 3 YEARS	\$3,101.00	\$2,978.00
152-5286	CARE KIT I32/34X0, ONSITE VISIT, NEXT BUSINESS DAY, 5 YEARS	\$5,356.00	\$5,144.00
129-4818	CARE KIT I32/34X0 NEXT BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$1,391.00	\$1,336.00
I3500 (Group D)			
180-5969	I3500, 110PPM/220IPM, 49 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 MONTHS	\$5,995.00	\$5,396.00
100-4498	CARE KIT I3500, ADVANCED UNIT REPLACEMENT NEXT BUSINESS DAY, 1 YEAR	\$855.00	\$821.00
100-4514	CARE KIT I3500, ADVANCED UNIT REPLACEMENT NEXT BUSINESS DAY, 3 YEARS	\$2,665.00	\$2,559.00
100-4522	CARE KIT I3500, ADVANCED UNIT REPLACEMENT NEXT BUSINESS DAY, 5 YEARS	\$4,603.00	\$4,421.00
100-4530	CARE KIT I3500, ADVANCED UNIT REPLACEMENT, NEXT BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$1,197.00	\$1,150.00
100-4332	CARE KIT I3500, ONSITE VISIT, NEXT BUSINESS DAY, 1 YEAR	\$1,298.00	\$1,247.00
100-4365	CARE KIT I3500, ONSITE VISIT, NEXT BUSINESS DAY, 3 YEARS	\$4,045.00	\$3,885.00
100-4407	CARE KIT I3500, ONSITE VISIT, NEXT BUSINESS DAY, 5 YEARS	\$6,988.00	\$6,711.00
100-4423	CARE KIT I3500, ONSITE VISIT, NEXT BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$1,817.00	\$1,745.00
I4250 (Group DX)			
168-1006	I4250, 110PPM/220IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$9,995.00	\$8,996.00
151-9164	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$1,442.00	\$1,438.00
169-6624	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$3,196.00	\$3,186.00
172-4343	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$4,705.00	\$4,690.00
174-9829	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$8,127.00	\$8,102.00
167-4365	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$2,019.00	\$2,013.00
111-9023	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$3,836.00	\$3,824.00
170-4162	CARE KIT I4250, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$5,391.00	\$5,374.00
182-0893	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$1,285.00	\$1,281.00
124-8210	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$2,848.00	\$2,839.00
194-7092	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$4,193.00	\$4,180.00
120-6184	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$7,243.00	\$7,221.00
109-7559	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$1,800.00	\$1,794.00
112-9121	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$3,420.00	\$3,409.00
138-4528	CARE KIT I4250, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$4,805.00	\$4,790.00

TOSHIBA

Model	Description	MSRP	Tier 1-4 Price
I4650 (Group E)			
117-6031	I4650, 130PPM/260IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$14,995.00	\$13,496.00
199-3484	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$2,309.00	\$2,302.00
147-4865	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$5,119.00	\$5,103.00
163-8311	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$7,198.00	\$7,176.00
192-5684	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$13,019.00	\$12,979.00
145-9650	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$3,233.00	\$3,223.00
168-6153	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$6,143.00	\$6,124.00
176-4778	CARE KIT I4650, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$8,246.00	\$8,220.00
127-0150	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$2,061.00	\$2,055.00
196-1754	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$4,569.00	\$4,555.00
149-5258	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$6,423.00	\$6,403.00
179-9899	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$11,617.00	\$11,581.00
116-5950	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$2,876.00	\$2,867.00
188-4584	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$5,465.00	\$5,448.00
142-4241	CARE KIT I4650, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$7,335.00	\$7,312.00
I4850 (Group E)			
173-8764	I4850, 150PPM/300IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$19,995.00	\$17,996.00
162-0194	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$2,617.00	\$2,609.00
103-2010	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$5,801.00	\$5,783.00
133-4226	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$8,156.00	\$8,131.00
137-2157	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$14,750.00	\$14,704.00
177-4728	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$3,664.00	\$3,653.00
129-1079	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$6,962.00	\$6,940.00
133-0067	CARE KIT I4850, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$9,442.00	\$9,313.00
150-9892	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$4,348.00	\$4,331.00
164-3543	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$5,182.00	\$5,166.00
188-3859	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$7,285.00	\$7,262.00
141-0315	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$13,174.00	\$13,133.00
141-5918	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$3,272.00	\$3,262.00
100-0124	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 2 YEARS	\$6,218.00	\$6,199.00
101-4778	CARE KIT I4850, NEXT BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$8,345.00	\$8,319.00
I5250 & I5250V (Group E)			
152-4677	I5250, 150PPM/300IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$30,000.00	\$27,000.00
175-9380	I5250V, 150PPM/300IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$30,000.00	\$27,000.00
123-0473	CARE KIT I52X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$3,720.00	\$3,720.00
160-0725	CARE KIT I52X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$8,255.00	\$8,229.00
167-1528	CARE KIT I52X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$11,594.00	\$11,558.00
167-2930	CARE KIT I52X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 5 YEARS	\$20,967.00	\$20,902.00
123-5050	CARE KIT I52X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT	\$5,208.00	\$5,208.00
108-2387	CARE KIT I52X0, 4 HR, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY, 2 YEARS	\$9,896.00	\$9,865.00
104-4148	CARE KIT I52X0, 4 HR, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY, 3 YEARS	\$13,280.00	\$13,239.00
I5650 & I5650V (Group F)			
120-7844	I5650, 180PPM/360IPM 3 MONTH: ON SITE (5X9X24) 3 MONTHS	\$45,000.00	\$40,500.00
147-3230	I5650V, 180PPM/360IPM 3 MONTH: ON-SITE (5X9X24) 3 MONTHS	\$45,000.00	\$40,500.00
153-2381	CARE KIT I56X0 4 HR 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY, 2 YEARS	\$14,518.00	\$14,473.00
185-3738	CARE KIT I56X0 4 HR 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY, 5 YEARS	\$31,105.00	\$31,009.00
177-4082	CARE KIT I56X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 1 YEAR	\$5,457.00	\$5,457.00
137-3489	CARE KIT I56X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 2 YEARS	\$12,096.00	\$12,059.00
179-0187	CARE KIT I56X0, SAME BUSINESS DAY, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, 3 YEARS	\$18,108.00	\$17,952.00
148-9962	CARE KIT I56X0, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT	\$7,641.00	\$7,641.00
131-9375	CARE KIT I56X0, 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$20,631.00	\$20,567.00
I5850 (Group G)			
161-5962	I5850, 210PPM/420IPM 3 MONTH: ON SITE (5X9X24) 3 MONTHS	\$80,000.00	\$72,000.00
195-5749	CARE KIT I58X0, 4HR 1 PREVENTIVE MAINTENANCE VISIT PER YEAR, POST WARRANTY, 2 YEARS	\$21,989.00	\$21,891.00
156-8351	CARE KIT I58X0, ONSITE VISIT, 1 YEAR	\$8,255.00	\$8,255.00
142-7046	CARE KIT I58X0, ONSITE VISIT, 2 YEARS	\$27,240.00	\$27,156.00
104-0468	CARE KIT I58X0, ONSITE VISIT, SAME BUSINESS DAY, 2 YEARS	\$18,297.00	\$18,240.00
103-1590	CARE KIT I58X0, SAME BUSINESS DAY, POST WARRANTY MAINTENANCE AGREEMENT, 3 YEARS	\$31,205.00	\$31,108.00
199-2130	CARE KIT I58X0, 5 YEARS	\$47,051.00	\$46,905.00
165-7063	CARE KIT I58X0, POST WARRANTY MAINTENANCE AGREEMENT	\$11,557.00	\$11,557.00
S2050 & S2070 (Group B)			
101-4968	S2050, 50PPM/100IPM, 13 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 YEARS	\$895.00	\$806.00
101-5049	S2070, 70PPM/140IPM, 13 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 YEARS	\$1,195.00	\$1,076.00
102-1542	CARE KIT S2050/S2070, ADVANCED UNIT REPLACEMENT, 2 YEARS	\$199.00	\$191.00
102-1567	CARE KIT S2050/S2070, ADVANCED UNIT REPLACEMENT, POST WARRANTY MAINTENANCE AGREEMENT, 1 YEAR	\$149.00	\$143.00
S2060W & S2080W (Group B)			
101-5114	S2060W, 60PPM/120IPM WIRELESS, 12 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 YEARS	\$1,295.00	\$1,166.00
101-5189	S2080W, 80PPM/160IPM WIRELESS, 12 LBS, ADVANCED UNIT REPLACEMENT (24 HOUR) 3 YEARS	\$1,795.00	\$1,616.00
MISC			
800-1802	S3100 SCANNER, 100PPM/200IPM	\$5,495.00	\$4,946.00
800-1851	DS/S3100F SCANNER, 100PPM/200IPM, FB	\$5,995.00	\$5,396.00
800-6587	DS/KODAK S3100F 1YR EW ONSITE NBD 1PM ESSENTIAL KCK	\$726.00	\$726.00

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Model	Description	MSRP	Tier 1-4 Price
800-6611	DS/KODAK S3100F 3YR EW ONSITE NBD 1PM ESSENTIAL KCK	\$1,851.00	\$1,851.00
800-6629	DS/KODAK S3100F 5YR EW ONSITE NBD 1PM ESSENTIAL KCK	\$3,086.00	\$3,086.00
Capture Pro			
139-0244	CAPTURE PRO, GROUP A, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$1,000.00	\$950.00
137-1293	CAPTURE PRO, GROUP A, POST SOFTWARE ASSURENCE 3 YEARS	\$251.00	\$238.00
194-1244	CAPTURE PRO, GROUP A, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$1,115.00	\$1,059.00
124-4607	CAPTURE PRO, GROUP A, POST SOFTWARE ASSURENCE 5 YEARS	\$366.00	\$348.00
109-3236	CAPTURE PRO, GROUP B, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$1,452.00	\$1,379.00
143-9272	CAPTURE PRO, GROUP B, POST SOFTWARE ASSURENCE 3 YEARS	\$402.00	\$382.00
126-8697	CAPTURE PRO, GROUP B, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$1,636.00	\$1,554.00
120-5061	CAPTURE PRO, GROUP B, POST SOFTWARE ASSURENCE 5 YEARS	\$586.00	\$557.00
120-6986	CAPTURE PRO, GROUP C, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$2,554.00	\$2,426.00
123-9490	CAPTURE PRO, GROUP C, POST SOFTWARE ASSURENCE 1 YEAR	\$309.00	\$294.00
102-1559	CAPTURE PRO, GROUP C, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$2,987.00	\$2,838.00
177-9321	CAPTURE PRO, GROUP C, POST SOFTWARE ASSURENCE 3 YEARS	\$742.00	\$705.00
119-3861	CAPTURE PRO, GROUP C, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$3,328.00	\$3,162.00
145-4354	CAPTURE PRO, GROUP C, POST SOFTWARE ASSURENCE 5 YEARS	\$1,083.00	\$1,029.00
128-2102	CAPTURE PRO, GROUP D, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$3,284.00	\$3,170.00
199-9135	CAPTURE PRO, GROUP D, POST SOFTWARE ASSURENCE 1 YEAR	\$434.00	\$412.00
137-4735	CAPTURE PRO, GROUP D, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$3,893.00	\$3,698.00
108-7816	CAPTURE PRO, GROUP D, POST SOFTWARE ASSURENCE 3 YEARS	\$1,043.00	\$991.00
101-4653	CAPTURE PRO, GROUP D, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$4,370.00	\$4,152.00
130-4948	CAPTURE PRO, GROUP D, POST SOFTWARE ASSURENCE 5 YEARS	\$1,520.00	\$1,444.00
186-6961	CAPTURE PRO, GROUP DX, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$6,181.00	\$5,872.00
100-0389	CAPTURE PRO, GROUP DX, POST SOFTWARE ASSURENCE 1 YEAR	\$931.00	\$884.00
110-9602	CAPTURE PRO, GROUP DX, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$7,484.00	\$7,110.00
139-7868	CAPTURE PRO, GROUP DX, POST SOFTWARE ASSURENCE 3 YEARS	\$2,234.00	\$2,122.00
124-6644	CAPTURE PRO, GROUP DX, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$8,507.00	\$8,082.00
128-2615	CAPTURE PRO, GROUP DX, POST SOFTWARE ASSURENCE 5 YEARS	\$3,257.00	\$3,094.00
132-3658	CAPTURE PRO, GROUP E, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$9,560.00	\$9,082.00
144-5592	CAPTURE PRO, GROUP E, POST SOFTWARE ASSURENCE 1 YEAR	\$1,510.00	\$1,435.00
118-6519	CAPTURE PRO, GROUP E, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$11,675.00	\$11,091.00
192-1550	CAPTURE PRO, GROUP E, POST SOFTWARE ASSURENCE 3 YEARS	\$3,625.00	\$3,444.00
108-9457	CAPTURE PRO, GROUP E, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$13,336.00	\$12,669.00
138-6549	CAPTURE PRO, GROUP E, POST SOFTWARE ASSURENCE 5 YEARS	\$5,286.00	\$5,022.00
158-7468	CAPTURE PRO, GROUP F, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$12,637.00	\$12,005.00
180-7544	CAPTURE PRO, GROUP F, POST SOFTWARE ASSURENCE 1 YEAR	\$2,232.00	\$2,120.00
190-4879	CAPTURE PRO, GROUP F, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$15,488.00	\$14,714.00
164-7866	CAPTURE PRO, GROUP F, POST SOFTWARE ASSURENCE 3 YEARS	\$4,888.00	\$4,644.00
164-7759	CAPTURE PRO, GROUP F, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$17,728.00	\$16,842.00
135-8449	CAPTURE PRO, GROUP F, POST SOFTWARE ASSURENCE 5 YEARS	\$7,128.00	\$6,772.00
140-9044	CAPTURE PRO, GROUP G, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$19,816.00	\$18,825.00
194-6615	CAPTURE PRO, GROUP G, POST SOFTWARE ASSURENCE 1 YEAR	\$3,266.00	\$3,103.00
118-0462	CAPTURE PRO, GROUP G, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$24,389.00	\$23,170.00
100-9422	CAPTURE PRO, GROUP G, POST SOFTWARE ASSURENCE 3 YEARS	\$7,839.00	\$7,447.00
145-8371	CAPTURE PRO, GROUP G, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$27,982.00	\$26,583.00
107-5746	CAPTURE PRO, GROUP G, POST SOFTWARE ASSURENCE 5 YEARS	\$11,432.00	\$10,860.00
140-6792	CAPTURE PRO, INDEXING, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$1,448.00	\$1,376.00
196-4394	CAPTURE PRO, INDEXING, POST SOFTWARE ASSURENCE 1 YEAR	\$199.00	\$189.00
117-5371	CAPTURE PRO, INDEXING, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$1,727.00	\$1,641.00
127-4281	CAPTURE PRO, INDEXING, POST SOFTWARE ASSURENCE 3 YEARS	\$478.00	\$454.00
135-2129	CAPTURE PRO, INDEXING, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$1,946.00	\$1,849.00
103-6854	CAPTURE PRO, INDEXING, POST SOFTWARE ASSURENCE 5 YEARS	\$697.00	\$662.00
139-4741	CAPTURE PRO, AUTO IMPORT, PHONE SUPPORT & MINOR UPGRADES 1 YEAR	\$6,778.00	\$6,439.00
101-7938	CAPTURE PRO, AUTO IMPORT, POST SOFTWARE ASSURENCE 1 YEAR	\$1,033.00	\$981.00
183-7483	CAPTURE PRO, AUTO IMPORT, PHONE SUPPORT & MINOR UPGRADES 3 YEARS	\$8,224.00	\$7,813.00
147-2018	CAPTURE PRO, AUTO IMPORT, POST SOFTWARE ASSURENCE 3 YEARS	\$2,479.00	\$2,355.00
104-8982	CAPTURE PRO, AUTO IMPORT, PHONE SUPPORT & MINOR UPGRADES 5 YEARS	\$9,360.00	\$8,892.00
184-4331	CAPTURE PRO, AUTO IMPORT, POST SOFTWARE ASSURENCE 5 YEARS	\$3,615.00	\$3,434.00
Consumables & Parts			
846-7839	FEEDER MODULE, 1900 SERIES - 1 LBS	\$41.00	\$39.00
121-4584	LOWER IMAGING GUIDE II 900/9000 - 1 LBS	\$320.00	\$304.00
177-5246	SEPARATION MODULE, 1900 SERIES - 1 LBS	\$35.00	\$33.00
165-1975	TECH WIPES, 10 PACK - 1 LBS	\$63.00	\$60.00
122-6562	UPPER IMAGING GUIDE II 900/9000 - 1 LBS	\$320.00	\$304.00
127-1436	CALIBRATION TARGETS, 5 PACK - 2 LBS	\$62.00	\$59.00
108-5992	FEED MODULE KIT 250, 3000/4500 - 2 LBS	\$795.00	\$755.00
844-3491	MEDIUM ROLLER KIT - NGENUITY - 2 LBS	\$1,333.00	\$1,266.00
828-0604	SEPARATOR ROLLER KIT, 3000/4500 - 2 LBS	\$305.00	\$290.00
176-6674	SMALL ROLLER KIT - NGENUITY - 2 LBS	\$449.00	\$427.00
896-5519	STATICIDE WIPES, 6 BOXES OF 24 - 2 LBS	\$85.00	\$81.00
863-4230	NGENUITY IMPRINTER OPTION - 3 MONTH: ON-SITE (5X9X1) - 3 LBS	\$1,586.00	\$1,507.00
135-5155	BLACK INK CART, 10PK - 3 LBS	\$519.00	\$493.00

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Model	Description	MSRP	Tier 1-4 Price
826-6488	BRILLIANIZE DETAILED WIPES - 3 LBS	\$24.00	\$23.00
175-6360	CONSUMABLE KIT, 111XX SCANNERS - 3 LBS	\$50.00	\$48.00
113-3842	ENHANCED INK CARTRIDGE CARRIER - 3 LBS	\$79.00	\$75.00
176-3218	ENHANCED INK CARTRIDGE CARRIER - 3 LBS	\$125.00	\$119.00
809-6943	ENHANCED PRINTER ACC, 14X00 - 3 LBS	\$453.00	\$430.00
826-9607	FEED MODULE - 3 LBS	\$69.00	\$61.00
174-7849	FEED MODULE, 130/140/SCAN 100 - 3 LBS	\$98.00	\$93.00
148-4864	FEED ROLLERS & SEPARATION PADS - 3 LBS	\$51.00	\$48.00
124-1066	FEEDER KIT, 1100/1200/11400 - 3 LBS	\$360.00	\$342.00
162-0640	IMAGING GUIDE ASSEMBLY, NGENUITY - 3 LBS	\$40.00	\$38.00
197-6703	IMAGING GUIDES/SET 1600/700/1800 - 3 LBS	\$190.00	\$181.00
894-6097	PRE-SEPARATION PADS, 11120 - 3 LBS	\$65.00	\$62.00
870-4801	ROLLER ASSEMBLY - 3 LBS	\$382.00	\$363.00
100-2716	ROLLER CLEANING PADS, 24PK - 3 LBS	\$29.00	\$28.00
846-0321	ROLLER EXCHANGE KIT, 1TRUPER - 3 LBS	\$600.00	\$570.00
173-6115	SEPARATION MODULE - 3 LBS	\$64.00	\$61.00
809-0300	SEPARATOR ROLLER KIT - 3 LBS	\$179.00	\$170.00
818-3386	BLACK INK CART FOR ENHANCED PTR - 4 LBS	\$520.00	\$494.00
122-6034	FEED ROLLER ASSEMBLY, 11120 - 5 LBS	\$58.00	\$55.00
832-7538	FEEDER KIT, 14000 & 15000 - 5 LBS	\$406.00	\$386.00
108-4755	FEEDER KIT, 1600/1700/11800 - 5 LBS	\$483.00	\$459.00
877-6254	HIGH RES PRINTER MAINTENANCE KIT - 5 LBS	\$176.00	\$167.00
125-7633	INK BLOTTER FRONT, 11800&15000 - 5 LBS	\$250.00	\$238.00
840-5425	INK BLOTTERS, 1200/11400/14000 - 5 LBS	\$240.00	\$228.00
182-9779	SMALL ROLLER KIT V2- NGENUITY - 5 LBS	\$369.00	\$351.00
169-0783	TRANSPORT CLEANING SHT, 50PK - 5 LBS	\$67.00	\$64.00
821-5808	XL FEEDER KIT, 1100/1200/11400 - 5 LBS	\$1,479.00	\$1,405.00
838-9181	FEEDER CONSUMABLES KIT, 1800 - 6 LBS	\$2,719.00	\$2,108.00
115-8153	LARGE ROLLER KIT - NGENUITY - 6 LBS	\$2,681.00	\$2,547.00
121-1515	MEDIUM ROLLER KIT V2- NGENUITY - 6 LBS	\$1,417.00	\$1,346.00
159-6832	RED INK CART ENHANCED PRINTER - 6 LBS	\$580.00	\$551.00
838-7938	XL FEEDER KIT, 14000 & 15000 - 6 LBS	\$1,559.00	\$1,481.00
121-3743	ENHANCED PRINTER ACC, 15X50 3 MONTH: ON SITE (5X9X4) 7 LBS	\$450.00	\$428.00
121-8940	ENHANCED PRINTER ACC, 14X50 7 LBS	\$450.00	\$428.00
147-3669	GLASS FLAT TRANSPORT SPECTRUM 7 LBS	\$61.00	\$58.00
128-9610	LAMPS ASSY (2 PACK), SPECTRUM 7 LBS	\$201.00	\$191.00
842-6157	XL FEEDER KIT, 1600/1700/11800 7 LBS	\$1,844.00	\$1,752.00
199-8103	CAMERA CALIBRATIONKIT NGENUITY - 8 LBS	\$50.00	\$48.00
142-8101	CONSUMABLES KIT, 12900 & 13000 - 8 LBS	\$250.00	\$238.00
801-4755	BLACK BKGND ACC, 1600/700/1800 - 9 LBS	\$68.00	\$65.00
871-4438	IMAGING GUIDE SET - 9 LBS	\$184.00	\$175.00
156-4418	IMAGING GUIDE SET, 1800 SERIES - 9 LBS	\$270.00	\$257.00
197-8253	IMAGING GUIDES, 11400 - 9 LBS	\$185.00	\$176.00
120-0278	IMAGING GUIDES, 1200 & 1100 - 9 LBS	\$168.00	\$160.00
894-9000	WHITE BKGND ACC, 1600/700/1800 9 LBS	\$85.00	\$81.00
876-6545	WHITELAMP, 3000/4000/7000/1800 9 LBS	\$186.00	\$177.00
136-4421	BLACK BACKGROUND STRIPS 11 LBS	\$46.00	\$44.00
132-4391	PRINTER ACCESSORY, 2900, 3000 11 LBS	\$545.00	\$518.00
119-9470	LEGAL FLATBED - 3 YEAR: ADVANCED UNIT REPLACEMENT (24 HOUR) 12 LBS	\$495.00	\$470.00
134-3680	XXL FEEDER KIT, 1600/700/1800 12 LBS	\$3,346.00	\$3,179.00
175-5065	CARRYING CASE, 12000 & PHOTO 14 LBS	\$60.00	\$60.00
146-2415	XXL FEEDER KIT, 14000 & 15000 - 14 LBS	\$2,867.00	\$2,724.00
150-9546	DUAL STACKING ACCY 15800/15850 3 MONTH: ON SITE (5X9X4) 45 LBS	\$6,211.00	\$5,900.00
189-4351	A3 FLATBED 11X17 - 1 YEAR: ADVANCED UNIT REPLACEMENT (48 HOUR) 49 LBS	\$468.00	\$445.00
140-8756	ENHANCED PRINTER ACC, 15X00 3 MONTH: ON SITE (5X9X4)	\$10,000.00	\$9,500.00
177-5485	ROLLER EXCHANGE KIT, 25000	\$1,400.00	\$1,330.00
885-7971	SEPERATOR ROLLER	\$838.00	\$796.00
101-6062	STACKING DEFLECTOR	\$318.00	\$302.00
165-8483	SUPER 12 MAINTENANCE KIT	\$160.00	\$152.00
844-5280	ULTRA LT FEEDER KIT, 4000&5000	\$711.00	\$675.00
175-0462	ULTRA LT FEEDER KITV2 NGENUITY	\$49.00	\$47.00
896-5279	ULTRALT FEED KIT 1600/700/1800	\$226.00	\$215.00
161-2605	UPPER FLIPPABLE WHITE BKGND	\$2,000.00	\$1,900.00
157-8707	WHITE IMAGING LAMP FOR IL900	\$748.00	\$711.00
842-2370	WHITE ROLLER KIT, SIDEKICK	\$680.00	\$646.00
183-3946	26" OUTPUT EXTENDER TRAY	\$893.00	\$848.00
149-8476	34" OUTPUT EXTENDER TRAY	\$250.00	\$238.00
834-6538	7520/9520 ADF REPLENISHMENTKIT	\$313.00	\$297.00
811-2419	8000 REPLACEMENT LAMP	\$324.00	\$308.00
149-1869	CALIBRATION KIT, 1800 SERIES	\$2,380.00	\$2,261.00
168-9728	CAMERA CALIBRATIONKIT SPECTRUM	\$155.00	\$147.00
101-5817	CARRIER SLEEVES (5PK)	\$260.00	\$247.00
140-6750	CARRYING CASE, 1900 SERIES	\$75.00	\$71.00

TOSHIBA

Model	Description	MSRP	Tier 1-4 Price
101-5866	FEED ROLLER KIT	\$98.00	\$93.00
176-3325	FLATBED BACKGROUND	\$156.00	\$148.00
135-3226	I3000 SERIES DOCUMENT EXTENDER	\$440.00	\$418.00
806-6318	IMAGING GUIDE, 3000 SERIES	\$229.00	\$218.00
823-2183	IMPRINTER KIT, 1400 SIDEKICK	\$1,071.00	\$1,017.00
887-0958	IMPRINTER KIT, 1400U SIDEKICK	\$1,020.00	\$969.00
114-1472	INK BLOTTER REAR, I1800	\$186.00	\$177.00
140-1728	INK BLOTTERS, I800	\$224.00	\$213.00
826-7486	INK CART CARRIER, I200/800/1400	\$99.00	\$94.00
119-5460	LARGE ROLLER KIT V2- NGENUITY	\$2,606.00	\$2,476.00
118-5859	LEAD EDGE ALIGNMENT EXIT TRAY	\$600.00	\$570.00
167-3953	MANUAL FEEDER I52X0/I56X0	\$1,200.00	\$1,200.00
169-4256	MANUAL FEEDER I5800/5850	\$1,200.00	\$1,200.00
101-1253	METAL DETECTION ACC, I4X50	\$1,195.00	\$1,135.00
165-0621	REAR EXIT TRAY	\$600.00	\$570.00
145-6532	RED CART HIGH RESOLUTION PRTR	\$841.00	\$799.00

RESOLUTION NO.

August 10, 2023

**A RESOLUTION ADOPTING COUNTY OF OSWEGO
LOCAL LAW NUMBER 3 OF 2023 ENTITLED
“A LOCAL LAW ALLOWING ELIGIBLE VOLUNTEER FIREFIGHTERS AND
AMBULANCE WORKERS TO RECEIVE A REAL PROPERTY TAX EXEMPTION
UNDER REAL PROPERTY TAX LAW (RPTL) §466-a”**

By Legislator David Holst:

WHEREAS, a public hearing was held on August 10th, 2023, at 2:00 p.m. and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Public Safety Committee of this body, be it

RESOLVED, that Local Law Number 3 of the year 2023 entitled A LOCAL LAW ALLOWING ELIGIBLE VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS TO RECEIVE A REAL PROPERTY TAX EXEMPTION UNDER REAL PROPERTY TAX LAW (RPTL) §466-a be, and is hereby, adopted and enacted in its entirety; and, it is further

RESOLVED, that the Clerk of the Legislature shall cause a certified copy of this local law to be filed with the New York State Secretary of State and the Oswego County Clerk forthwith with a copy to be sent to the NYS Commissioner of Taxation and Finance.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

COUNTY OF OSWEGO

Local Law Number ____ of 2023

A Local Law Allowing Eligible Volunteer Firefighters And Volunteer Ambulance Workers to Receive a Real Property Tax Exemption Under Real Property Tax Law (RPTL) § 466-a

BE IT ENACTED, by the Legislature of the County of Oswego, as follows:

SECTION 1. STATUTORY AUTHORITY.

The New York State Legislature has, heretofore, amended the Real Property Tax Law (RPTL) to authorize municipalities to permit enrolled volunteer firefighters and volunteer ambulance workers to be eligible for a real property tax exemption as is more particularly set forth in RPTL § 466-a which became effective as of December 9, 2022. This local law shall apply to assessment rolls prepared on the basis of a taxable status date of March 1, 2024 and thereafter.

SECTION 2. LEGISLATIVE INTENT AND PURPOSE.

RPTL § 466-a, inter alia, allows for volunteers with two (2) years of qualifying service to apply for a tax exemption which will increase the number of eligible volunteers over existing law. The Legislature recognizes the role of the volunteer firefighters and ambulance workers in securing the safety and well-being of our communities. The Legislature hereby finds that it is in the best social and economic interests of the County of Oswego to encourage volunteerism for said purposes. To that end, by providing the following exemption, and by making it available to a larger pool of volunteers, it is the intent to encourage volunteers to join the various fire and ambulance companies within Oswego County.

SECTION 3. EXEMPTION GRANTED.

- A. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in the County of Oswego shall be exempt from taxation to the extent ten percent (10%) of the assessed value of such property for County purposes, exclusive of special assessments.

- b. Application for such exemption shall be filed with the appropriate city, town or village assessor of the assessing unit having jurisdiction of the real property on or before the taxable status date on a form prescribed by the Commissioner of the New York State Department of Taxation and Finance Office of Real Property Tax Services.
- c. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing within the County of Oswego unless:
 - 1. The applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service which has a service area within the County of Oswego;
 - 2. The property is the primary residence of the applicant;
 - 3. The property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section;
 - 4. The applicant has served as an enrolled member with such volunteer fire company or volunteer fire department or incorporated voluntary ambulance service for a minimum of two (2) years; and
 - 5. The incorporated volunteer fire company or fire department and incorporated voluntary ambulance service has submitted to the Office of the Oswego County Fire Coordinator a complete list of enrolled members, with their respective dates of service for such incorporated voluntary fire company or fire department or incorporated voluntary ambulance service. The Oswego County Fire Coordinator shall then review all potential candidates and certify those that meet the necessary criteria to be eligible for this exemption. In the event that the Oswego County Fire Coordinator is eligible for and seeks an exemption as a volunteer firefighter, it shall be reviewed and certified by the

Oswego County Treasurer. The Office of Fire Coordinator must maintain written guidelines, available upon request, as to the minimum requirements necessary for the exemption to be granted consistent with law.

6. Any qualified applicant seeking the exemption provided for hereunder shall also file an annual application with their local assessing unit assessor, on a form prescribed by the New York State Board of Equalization and Assessment. The application must be filed on or before the taxable status date.
7. The Office of Fire Coordinator must annually file with each local assessor not later than January 31st of each year, prior to the March 1st taxable status date, a list of the active volunteer members who are certified as eligible to meet the minimum service requirement. Such list must provide, as of the date of filing, the number of years of service served by each such enrolled member and such enrolled member's address of residence. The Office of Real Property Tax Services shall provide the Office of Fire Coordinator advice and assistance as may be necessary to complete the filings with the local assessing units and to develop written guidelines for the exemption.
 - A. Any enrolled member of an incorporated volunteer fire company, volunteer fire department or incorporated voluntary ambulance service who accrues more than twenty (20) years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten (10) percent exemption as authorized by RPTL § 466-a for the remainder of his or her life as long as his or her primary residence is located within the County of Oswego.
 - B. **Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty:** An exemption by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse may be continued or re-instated if such member is killed in the line of duty; provided, however, that:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
 2. Such deceased volunteer had been an enrolled member for at least five years; and
 3. Such deceased volunteer had been receiving the exemption prior to his or her death.
- A. **Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers:** An exemption by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may be continued or re-instated to such deceased enrolled member's unremarried spouse; provided, however, that:
1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
 2. Such deceased volunteer had been an enrolled member for at least twenty years; and
 3. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

SECTION 4. EXISTING EXEMPTIONS PRESERVED.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of New York Real Property Tax Law Article 4 as of the date of adoption of this Local Law shall suffer any diminution of such benefit because of the provisions of RPTL § 466-a.

SECTION 5. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section or part of this chapter or application thereof to any person, individual, corporation, firm, partnership or entity shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such determination shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this chapter or its application to the person, individual, corporation, firm, partnership or entity directly involved in the proceeding in which such adjudication shall have been rendered.

SECTION 6. EFFECTIVE DATE.

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York and shall apply to assessment rolls prepared on the basis of a taxable status date of March 1, 2024 and thereafter.

RESOLUTION NO.

August 10, 2023

**RESOLUTION APPROVING THE EXECUTION OF AN
INTERMUNICIPAL AGREEMENT WITH THE CITY OF OSWEGO
AND THE OSWEGO COUNTY FIRE SAFETY TRAINING CENTER**

By Legislator Greco:

WHEREAS, the City of Oswego and County of Oswego have cooperated for many years concerning the Oswego County Emergency Response Training Center located within the City of Oswego; and

WHEREAS, the city has not charged the county for water for the center in exchange for the county not charging the city to use and train at the center; and

WHEREAS, the Oswego City Fire Department can train at the center and also remain in service during training if needed and other local departments also train at the facility; and

WHEREAS, the parties would like to formalize the existing arrangement; and

WHEREAS, said arrangement is authorized by the General Municipal Law, promotes shared services and governmental efficiency, and benefits both the city and county and their residents alike; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, it is hereby

RESOLVED, that the annexed intermunicipal agreement be, and is hereby, approved; and, it is further

RESOLVED, that the Chairman of the County Legislature be, and is hereby, authorized to execute same.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN
THE COUNTY OF OSWEGO AND
THE CITY OF OSWEGO
(Fire School)**

THIS AGREEMENT entered into this ____ day of May, 2023 by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, with its principal offices for business located at 46 East Bridge Street, Oswego, New York and the **CITY OF OSWEGO**, a municipal corporation by and of the State of New York with its principal offices for business located at City Hall, 13 West Oneida Street, Oswego, New York,

WITNESSETH:

WHEREAS, the County of Oswego Office of the County Fire Coordinator presently operates the Emergency Response Training Center at 720 East Seneca Street in the City of Oswego; and

WHEREAS, the facility contains various props used for all aspects of firefighter training including but not limited to Interior Structural Fires, Pit Fires, Flammable Liquid Fires, Confined Space, Motor Vehicle Fires, Sprinkler Lab, and the Use of water streams and fire extinguishers; and

WHEREAS, the county's training facility is used by departments and industry within the County of Oswego and beyond including some departments which respond mutual aid to the City of Oswego; and

WHEREAS, the county's training facility trains full time firefighters hired by the city as well as volunteer firefighters from surrounding towns; and

WHEREAS, the City of Oswego operates a full-time fire department with 50 members whom require annual training and refreshers and it is convenient for them to utilize the county's facilities as they do not need to leave the City of Oswego and can respond to calls if necessary from the county's facility; and

WHEREAS, for years the city has not charged the county for its water usage in exchange for the county not charging the city for the use of the training facility; and

WHEREAS, the parties wish to memorialize this arrangement by an intermunicipal agreement; and

WHEREAS, said arrangement promotes intermunicipal cooperation and efficiency; and

WHEREAS, a written agreement is both necessary and desirable,

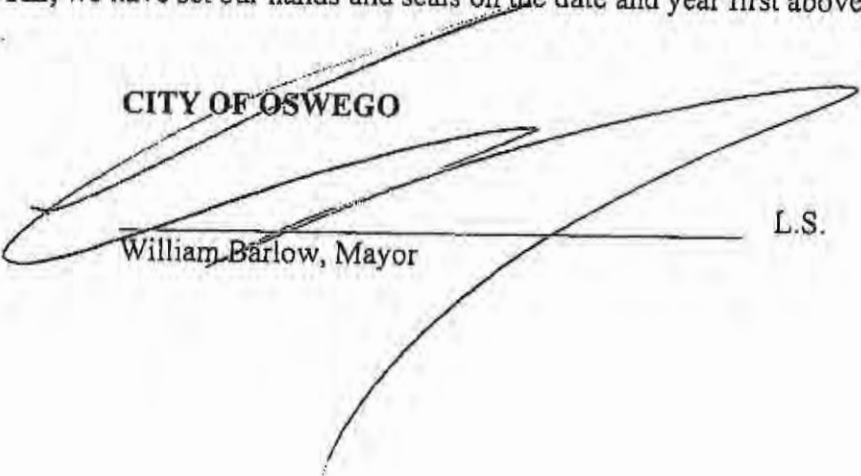
NOW, THEREFORE, it is mutually agreed as follows:

1. The County of Oswego will allow the City of Oswego Fire Department to use its Fire Training Facility to train both its current members and new/prospective firefighters without charge in exchange for the provision of Oswego City water/sewer services for the Fire Training Facility without charge.
2. This training shall include Interior Structural Fires, Pit Fires, Flammable Liquid Fires, Confined Space, Motor Vehicle Fires, Sprinkler Lab, and the use of water streams and fire extinguishers .
3. This arrangement shall continue for five (5) years unless sooner terminated by either party via written notice to the address listed above.
4. To the extent that this agreement may qualify for a state shared services grant from the state, the parties agree that any grant proceeds shall be shared equally.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the New York State Supreme Court, Oswego County, to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law.
6. Severability. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the Parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.
7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and it supersedes all prior agreements and understandings, written or oral, between the Parties. This Agreement may not be amended except by an instrument in writing signed by the Parties.
8. Effective Date. This Agreement shall be effective as of the date first written above.

WHEREFORE, we have set our hands and seals on the date and year first above written.

CITY OF OSWEGO

By:


William Barlow, Mayor

L.S.

COUNTY OF OSWEGO

By:

James Weatherup, Chairman of the Legislature

L.S.

RESOLUTION NO.

August 10, 2023

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION E911 – Overtime

By Legislator Marc Greco:

WHEREAS, an increase in vacancies has compounded overtime costs depleting the budget; and

WHEREAS, a budget modification transferring funds from salaries and wages to overtime will cover the required overtime and keep the budget impact at zero.

NOW, upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds, \$100,000.00, from salaries and wages A3020-511000 to the overtime budget A3020-512000; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



Kevin B. Pooley
Director

OSWEGO COUNTY
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-349-8215
Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

E911 Overtime budget mod request
7/17/2023

2023 continues to be a difficult year with staffing for the E911 Department. E911 recently has 9 full time telecommunicator positions open. The increase in vacancies have compounded our overtime costs unexpectedly in the last couple months to maintain appropriate coverage of the department. We are working on hiring 8 people for full time positions which will help with overtime once they complete the recruit academy and are assigned to a shift in early November.

I am requesting a budget modification from salaries and wages to overtime to cover the required overtime that E911 is incurring. I am requesting to move \$100,000 to the overtime budget line A3020-512000 from salaries and wages line A3020-511000. The vacancies will allow for this amount to be moved and keep the budget impact at zero. This amount should cover overtime expenses for the remainder of 2023 barring any further major impacts to staffing.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

	7-31-23
<i>[Signature]</i>	DATE
COUNTY ADMINISTRATOR	
<i>[Signature]</i>	8/4/23
CHAIRPERSON	DATE

DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE

COUNTY TREASURER	DATE
------------------	------

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION ESTABLISHING E911 CAPITOL PROJECT NO. 1223- EMS
RADIO REPLACEMENT**

By Legislator Marc Grecco:

WHEREAS, The Oswego County E911 Department, would like to establish a capital project for the need of radio equipment for the EMS agencies of Oswego County.

WHEREAS, this will be funded from Fund Balance account in the amount of \$400,000.00.

NOW, upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that Capital Project – E911 EMS Radio Replacement be established with a maximum authorization of \$400,000.00; and be it further

RESOLVED, that the County Treasurer is hereby authorized to transfer \$400,000.00 from unappropriated fund balance to Capital Project No.1223, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

Capital Project #1223

Total Authorization

E911- EMS Radio Replacement

\$400,000.00

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



Kevin B. Pooley
Director

OSWEGO COUNTY
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT
PUBLIC SAFETY CENTER 39 CHURCHILL ROAD

315-349-8215
Fax 315-349-8500

OSWEGO, NY 13126

Informational Memo

EMS Portable Radio Replacement Capital Project request

Oswego County currently has a communications gap with EMS users in Oswego County. The portable radios that Oswego County purchased through grant funds in 2013 have begun to fail and due to additional counties joining the Central New York Interoperable Communications Consortium there are more channels available than what the radios can hold. This causes an issue particularly for EMS. Our ambulances have the possibility to go to any of our neighboring counties and they also need access to the Central New York Medical Resource Control. Due to radio limitations, we are not able to provide the EMS community with access to both. The 911 Director would like to create a capital project to replace the EMS user radios with radios that are capable to meet the needs of the EMS users. The replacement of these radios will also free up the radios that are currently being used to be available to other agencies across Oswego County as the existing, non-repairable, radio fail. We are looking to replace approximately 150 portable radios for a total cost of \$400,000. This request was also submitted as a possible American Rescue Plan Act funding opportunity and was recently denied. The original request for ARPA funds was \$350,000 but unfortunately the pricing has increased considerably in the two years since the request was submitted and now \$400,000 will be needed to complete the project. Thank you for your consideration.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

7823	DATE	7/31/23
<i>[Signature]</i>	COUNTY ADMINISTRATOR	
<i>[Signature]</i>	CHAIRPERSON	
	COUNTY TREASURER	
	DATE	

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING THE CREATION OF ONE PART TIME
POSITION IN E911 DEPARTMENT**

By Legislator Marc Greco:

WHEREAS, there is a need for a part-time position to support the duties and responsibilities required of the E911 personnel who take 911 calls and dispatch end user agencies to incidents in Oswego County, and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to create the position of Senior Telecommunicator Part Time to effectively provide dispatch functions within the department,

NOW, upon recommendation of the Public Safety Committee with approval of the Finance and Personnel Committee of this body, be it

RESOLVED, that the position of Senior Telecommunicator Part Time, Grade 8, in the County of Oswego Office Personnel Unit be created, and be it further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



Kevin B. Pooley
Director

OSWEGO COUNTY
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-349-8213
Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

E911 Senior Telecommunicator Part Time request
7/18/2023

The E911 Department is facing staffing shortages, also identified in the Overtime budget modification request being submitted to the Legislature this month. The E911 Center has a minimum staffing requirement of 5 personnel. One call taker, one fire/EMS dispatcher, one City Law dispatcher (for Fulton and Oswego), one County Law dispatcher, and one Supervisor. This is the bare minimum that is required to provide the level of service that is expected by the people calling 911 and the end user agencies in Oswego County.

The E911 department is funded to be staffed at 7 employees per shift and that is just below the ideal number of employees to meet industry standards. Currently the department has 9 full time positions open, and all four shifts are staffed at 5 employees. This means that any time someone has vacation time or calls in sick, overtime is required to cover the position. There is a trained employee that recently has decided they can no longer work full time but is willing to transition to part time. If the department were to lose this person, that would put one shift at 4 and overtime will be required every shift for a total of 40 hours per week. The offer of the employee to transition to part time would fill half of those hours until someone is hired and trained to fill the vacancy. That is expected to be early November.

At this time, due to staffing levels, there is a need for trained part time personnel and the department will still need to fill the full-time position being vacated. Due to these needs, the E911 Director is requesting that the Legislature approve the creation of one Senior Telecommunicator Part Time position. Due to the number of vacancies the department currently has, this request will not affect the 2023 budget. However, it will add approximately \$22,000 to the 2024 E911 budget request. Thank you for your consideration.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: E911

DIVISION/UNIT (NUMBER): A3020

A. NEW POSITION REQUEST

1. Position Title Requested: Senior Telecommunicator Part Time

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: CO-OP Grade: 8

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

We have a current full time trained employee that is no longer able to work full time but is able to work part time. With the current staffing concerns in E911 there is a strong need to retain all employees and the creation of an additional prt time position would allow us to keep this employee and help reduce the extreme overtime that the loss will create.

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title:

2. Position #:

3. Present Salary/Hourly Rate:

Grade:

4. Requested Title:

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.		OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT NEW POSITION DUTIES STATEMENT Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.	
1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE E911	DIVISION, UNIT, OR WORK SECTION		LOCATION OF POSITION PSC
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: <i>Senior Telecommunicator</i>			
PERCENT OF WORK TIME			
	<i>Answers, screens and processes incoming emergency and non-emergency calls from the general public and other public service providers</i>		
	<i>Gathers pertinent information from caller and documents this information in event history</i>		
	<i>Enters event information onto the computer system completely and accurately</i>		
	<i>Provides information and direction to callers</i>		
	<i>Dispatches specialized units or specialized equipment as required</i>		
	<i>Maintains contact with the caller until units arrive on the scene during life threatening situations;</i>		
	<i>Participates in structured classroom and on-the-job training and supports the efforts of the team in providing training to new hires, cross training of veteran personnel and the continuing training of all personnel</i>		
	<i>Practices proper radio dispatching techniques using appropriate terminology in a calm and professional manner</i>		
	<i>Communicates with field units and other facilities using appropriate police, fire, and EMS terminology and codes as required</i>		
	<i>Operates the computer terminals, keyboards, radio, and telephone equipment</i>		
(Attach additional sheets if more space is needed)			

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
	Principal Telecommunicator	Direct
	Associate Telecommunicator	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
------	-------	---------------------

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
------	-------	----------------------

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *See Senior Telecommunicator job description.*

Essential knowledge, skills and abilities: *See Senior Telecommunicator job description*

Type of license or certificate required: *See Senior Telecommunicator job description*

7. The above statements are accurate and complete.

Date: 7/18/2023

Title: E911 Director

Signature: Kevin B. Pooley

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION EMERGENCY
MANAGEMENT OFFICE DRONE TECHNOLOGY- AMERICAN RESCUE
PLAN FUNDS**

By Legislator Marc Greco,

WHEREAS, the County has been awarded funds through the American Rescue Plan Act and developed a process for the distribution of funds consistent with the intent of the federal law and the associated rules and regulations established by the US Treasury, and

WHEREAS, investing in public safety initiatives is important and necessary to protect the health and safety of the community and first responders, and

WHEREAS, drone technology has successfully enhanced the capabilities to protect our community and provide a higher level of safety and situational awareness to the first responders, and

NOW, THEREFORE, BE IT RESOLVED, that \$97,363.00 of internal ARPA funds be allocated to the Emergency Management office to purchase additional drone technology for the Oswego County Sheriff's Office, and be it further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary for this transaction, and be it also

RESOLVED, that the County Treasurer be, and is hereby, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Budget Officer shall be their authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax: (315) 591-9175

COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: July 31, 2023

To: Members of the Public Safety Committee, Oswego County Legislature

From: Cathee Palmitesso, Director

Subject: Request to allocate internal ARPA funds to the Emergency Management Department.

Purpose: Request to modify the department budget with ARPA funding in order provide important and necessary funding to purchase drone technology for the Oswego County Sheriff's Office.

Summary: Investing in drone technology has proven to be a successful and necessary public safety initiative. By enhancing these capabilities first responders have been able to use additional tools to protect the life and safety of the community. The use of drones provides important situational awareness to first responders, can reduce the resources required and improve safety as they respond to incidents. Please see the attached budget modification for the specific details.

Recommended

Action: The Emergency Management Office would respectfully request the members of the Public Safety Committee and Oswego County Legislature to authorize this funding.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

<i>[Signature]</i>	7 31 23
COUNTY ADMINISTRATOR	DATE
<i>[Signature]</i>	7/31/23
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

*If Personnel Services are impacted

RESOLUTION NO.

August 10, 2023

**AUTHORIZING AN INTERMUNICIPAL DISASTER ASSISTANCE
AGREEMENT BY AND BETWEEN THE COUNTY OF OSWEGO AND THE
COUNTY OF ONONDAGA**

By Legislator Marc Greco,

WHEREAS, under New York State Executive Law §23, the County of Oswego has developed a disaster preparedness plan for the purpose of minimizing the effects of a disaster and coordinating the use of local resources during such an event, and

WHEREAS, implementation of Oswego County's plan includes assistance by Onondaga County in the event of a threat or occurrence of a disaster, and

WHEREAS, the County of Oswego desires to enter into an intermunicipal agreement pursuant to New York State Law §23 with Onondaga County for a term of five (5) years to outline the circumstances in which such assistance may be requested, and

WHEREAS, Oswego County will provide Onondaga County \$35,000.00 annually to help defray the costs of training and providing assistance that may be necessary to prepare for a radiological exercise or respond to a radiological incident; now, therefore be it

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary for this contract and transaction, and be it also

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Budget Officer shall be their authority to affect such transfer.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax: (315) 591-9176

COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: August 10, 2023

To: Members of the Public Safety Committee, Oswego County Legislature

From: Cathee Palmitesso, Director

Subject: Request to enter an Intermunicipal Agreement with Onondaga County

Purpose: Pursuant to New York State Executive Law §23, the County has developed a disaster preparedness plan for the purpose of minimizing the effects of a disaster, developing mechanisms to coordinate the use of local resources and manpower for service during and after disasters. The plan also coordinates the delivery of services to aid citizens and reduce human suffering resulting from disaster and providing for recovery after disasters. Oswego County's plan includes assistance by Onondaga County in the event of threat or occurrence of a disaster. The contract provides Onondaga County with 35,000.00 annually to help defray the costs of training and response that is necessary for this contract.

Recommended

Action: To authorize Oswego County to enter an Intermunicipal Agreement with Onondaga County to provide disaster assistance.



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

CATHEE PALMITRESSO
DIRECTOR

200 North 2nd Street
Fulton, New York 13069
(315) 591-9150
Fax: (315) 591-9176

COUNTY OF OSWEGO
DISASTER ASSISTANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 by and between the COUNTY OF OSWEGO, a municipal corporation by and the State of New York, having its principal business office in the City of Oswego, County of Oswego and State of New York at the County Office Building, 46 East Bridge Street, Oswego, New York 13126, (hereinafter referred to as the "County") and COUNTY OF ONONDAGA, a municipal corporation by and of the State of New York, having its principal business office in the City of Syracuse, County of Onondaga and State of New York, at the Civic Center, 421 Montgomery Street, Syracuse, New York 13202 (hereinafter referred to as the "Participant"),

WITNESSETH:

WHEREAS, pursuant to the Article 2-B of the Executive Law of the State of New York, the County has developed a disaster preparedness plan for the purpose of minimizing the effects of disaster, developing mechanisms to coordinate the use of local resources and manpower for service during and after disasters and the delivery of services to aid citizens and reduce human suffering resulting from a disaster and providing for recovery and redevelopment after disasters; and

WHEREAS, implementation of the County's disaster preparedness program may require utilization of facilities, equipment and personnel furnished by the Participant to assist the County in furnishing disaster assistance relief in the event of a threat or occurrence of disaster and during training and drills/exercises conducted as part of the County's disaster preparedness program and

WHEREAS, the County and the Participant desire to enter into an agreement defining the terms and conditions upon which such assistance may be requested by the Chairman of the Oswego County Legislature and furnished by the Participant,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereby agree as follows:

1. Should the Chairman of the Oswego County Legislature determine that the threat or occurrence of a disaster, as defined in Section 20 (2) (a) of Article 2-B of the New York State Executive Law, requires assistance from the Participant, he or she may request the use of such facilities, equipment or personnel of the Participant as he or she may deem necessary and appropriate to cope with the disaster or any emergency resulting therefrom.
2. The Participant shall determine the extent to which the Participant can furnish the assistance requested. Should Participant determine that assistance can be furnished, it will so notify the Chairman of the Oswego County Legislature or the Director of the Oswego County Emergency Management Office, who will coordinate the utilization of this assistance with the activities of other agencies which respond to the disaster or emergency situation.
3. From time-to-time, at mutually agreed upon occasions, the furnishing of such assistance from the Participant to the County may be practiced and tested by the conduct of drills and exercise simulating the occurrence of an actual disaster.
4. The County shall indemnify and hold harmless the Participant and its officers, agents and employees from all claims and liabilities for bodily injury or property damage arising out of the use by the county of the Participant's facilities, equipment or personnel under this agreement; provided, however, that the duty to indemnify and save harmless prescribed by this section shall not arise (a) where the injury or damage resulted from intentional wrongdoing or

recklessness on the part of the Participant or its officers, agents or employees; or (b) with respect to any claim for which the County is immune from liability pursuant to Section 25 (5) of Article 2-B of the Executive Law.

5. The County shall reimburse the Participant for all reasonable and necessary costs incurred as a result of the Participant's assistance to the County pursuant to the terms of the Agreement. Further, upon execution of this Agreement by the parties hereto, Oswego County shall pay Onondaga County the sum of THIRTY FIVE THOUSAND AND 00/100 DOLLARS, (\$35,000) per year to help defray the costs incurred by Onondaga County during a radiological exercise or incident.

6. This agreement shall remain in effect for a period not to exceed five (5) years at which time said agreement may be amended or renewed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their signatures below.

COUNTY OF OSWEGO

By: _____
Chairman of the Legislature

Dated: _____

COUNTY OF ONONDAGA (PARTICIPANT)

By: _____
Onondaga County Executive

Dated: _____

ACKNOWLEDGEMENT

State of New York)
County of Onondaga) ss.:

On this ____ day of _____, before me personally appeared RYAN MCMAHON to me known and know to me to be the COUNTY EXECUTIVE OF THE COUNTY OF ONONDAGA, the municipal corporation described in and which executed the foregoing agreement and she duly acknowledged to me that she executed said agreement in her official capacity and pursuant to the authority in her vested by virtue of this office.

Notary Public, State of New York

ACKNOWLEDGEMENT

On this ____ day of _____, before me personally appeared JAMES WEATHERUP, to me known and know to me to be the CHAIRMAN OF THE LEGISLATURE OF THE COUNTY OF OSWEGO, the municipal corporation described in and which executed the foregoing agreement and he duly acknowledged to me that he executed said agreement in his official capacity and pursuant to the authority in him vested by virtue of this office.

Notary Public, State of New York

RESOLUTION NO.

August 10, 2023

**RESOLUTION TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND
TO DEPARTMENT OF SOCIAL SERVICES AUTOMOTIVE SUPPLIES AND
REPAIR ACCOUNT**

By Legislator Roy Rechil:

WHEREAS, In July of 2023 a check in the amount of \$2,850.16 was deposited in account A1325.426800 (Insurance Recovery Fund) for repairs of a DSS fleet rental of 2023 Chevy Malibu BG7223 damaged during a motor vehicle accident on June 12, 2023.

NOW, upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer \$2850.16 from account A1325.426800 (Insurance Recovery Fund) into account A6070.544100 (Adult and Family Services Automotive Supplies and Repair).

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

DATE: 8/10/2023

SUBJECT: DSS Budget Modification to transfer from Insurance Recovery Fund to Automotive Supplies and Repair line

PURPOSE: To recommend that the Human Services Committee, the Finance and Personnel Committee and the Oswego County Legislature approve a budget modification to transfer these funds

SUMMARY: The check was for repairs to an OCDSS Fleet Vehicle that was in an accident on 6/12/2023.

**RECOMMENDED
ACTION:**

The Department of Social Services recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize that \$2,850.16 be transferred from account A1325.426800 (Insurance Recovery) into account A6070.544100 (AFS Automotive Supplies and Repair)

**VASHAW'S COLLISION SERVICE,
INC.**

269 W 2ND ST., OSWEGO, NY 13126
Phone: (315) 343-7406
FAX: (315) 343-0820

Workfile ID: 1c095819
PartsShare: 7qcSWY
Federal ID: 161206070
State ID: R4380114
State EPA: NYD083278804
License Number: R4380114

Preliminary Estimate

Customer: County, Oswego

Job Number:

Written By: John Vashaw, I.A., #980692

Insured: County, Oswego
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 4

Owner:

County, Oswego
100 SPRING ST.
MEXICO, NY 13114
(315) 963-5374 Cell

Inspection Location:

VASHAW'S COLLISION SERVICE, INC.
269 W 2ND ST.
OSWEGO, NY 13126
Repair Facility
(315) 343-7406 Business
Date Inspected: 6/20/2023

Insurance Company:

VEHICLE

2023 CHEV Malibu RS 4D SED 4-1.5L Turbocharged Gasoline Direct Injection BLK MET- 384A

VIN: 1G1ZG5SF1PF157043
License: 7223
State: NY

Interior Color:
Exterior Color: BLK MET- 384A
Production Date: 1/2023

Mileage In: 1,191
Mileage Out:
Condition: Excellent
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors

CONVENIENCE

Air Conditioning
Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Remote Starter

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

Metallic Paint

OTHER

Traction Control

Stability Control

Rear Spoiler

Preliminary Estimate

Customer: County, Oswego

Job Number:

2023 CHEV Malibu RS 4D SED 4-1.5L Turbocharged Gasoline Direct Injection BLK MET 384A

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2		O/H rear bumper				2.8	
3	Repl	Bumper cover w/o park assist	84543715	1	555.25	Incl	3.2
4		Add for Clear Coat					1.3
5	Repl	Lower cover through exhaust	84036534	1	145.78	Incl	
6	Repl	RT Heat shield	84036536	1	193.00		
7	Repl	LT Heat shield	84036535	1	193.00		
8	**	Repl A/M CAPA Absorber	84095274	1	90.00	Incl	
9		EXHAUST SYSTEM					
10	Repl	Muffler & pipe dual exhaust	84251081	1	1,175.00 m	1.0	
11	Repl	LT Heat shield muffler	23333240	1	40.75	0.2	
12	Repl	RT Heat shield muffler	23333241	1	39.02	0.2	
13	#	Hazardous Waste		1	3.00		
SUBTOTALS					2,434.80	4.2	4.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,434.80
Body Labor	4.2 hrs @	\$ 56.00 /hr	235.20
Paint Labor	4.5 hrs @	\$ 56.00 /hr	252.00
Paint Supplies	4.5 hrs @	\$ 40.00 /hr	180.00
Subtotal			3,102.00
Sales Tax	\$ 3,102.00 @	8.0000 %	248.16
Grand Total			3,350.16
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,350.16

MyPriceLink Estimate ID / Quote ID:

1100461063121412096 / 125168271

PURSUANT TO SECTION 2610 OF THE INSURANCE LAW , AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP.

Preliminary Estimate

Customer: County, Oswego

Job Number:

2023 CHEV Malibu RS 4D SED 4-1.5L Turbocharged Gasoline Direct Injection BLK MET- 384A

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

THE PREPARATION OF THIS ESTIMATE MAY HAVE BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THERE ARE WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS. THESE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND/OR DISTRIBUTOR OF THE PARTS RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: County, Oswego

Job Number:

2023 CHEV Malibu RS 4D SED 4-1.5L Turbocharged Gasoline Direct Injection BLK MET- 384A

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1CP16, CCC Data Date 06/16/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Align.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Ind.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: County, Oswego

Job Number:

2023 CHEV Malibu RS 4D SED 4-1.5L Turbocharged Gasoline Direct Injection BLK MET- 384A

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
8	Keystone 1810 LEMOYNE AVE. SYRACUSE NY 13208 (315) 455-5898	#GM1170229C A/M CAPA Absorber Quote: 1769 766593 Expires: 08/04/23	\$ 90.00

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 6/22/23

CHECK NO. 0000131329

Description	Check Amount
Claim No: OSWEG-2023-021-001, Commercial Automobile Collision, Invoice No:	\$2,850.16
First and Final - Claimant: Oswego County	
DOL: 6/12/2023, 2023 Chevy Malibu, VIN: 7043, Less \$500 ded	
CHECK TOTAL	\$2,850.16

THIS CHECK IS VOID WITHOUT A RED INK GREEN BACK GROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

KEY BANK OF NEW YORK
99 WASHINGTON AVENUE, ALBANY, NY 12210
TWIN TOWERS OFFICE

CHECK NO. 0000131329

29-7 213	DATE 6/22/23
-------------	-----------------

PAY: Two thousand eight hundred fifty and 16/100 Dollars

TO THE ORDER OF OSWEGO COUNTY

CHECK AMOUNT
\$*****2,850.16

MAIL TO OSWEGO COUNTY
46 EAST BRIDGE STREET
OSWEGO, NY 13126

Robert A. B...
Christina Anna Green

⑈0000131329⑈ ⑆021300077⑆ 325680004174⑈

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

7/31/23
DATE

DATE 7/31/23

<i>[Signature]</i>	DATE
COUNTY ADMINISTRATOR	7-31-23
<i>[Signature]</i>	DATE
CHAIRPERSON	

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

COUNTY TREASURER

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES-OTHER EQUIPMENT EXTERNAL SPEAKER INSTALL**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need for an outside paging system to address visitors who wish to wait outside for their appointments;

NOW, upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from A6010 511000-Salaries and Wages Reg to A6010 526000-Other Equipment as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, shall be his authority to make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.983.5435 • fax 315.983.5477

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

DATE: 8/10/2023

PURPOSE: To recommend that the Human Services Committee, the Finance and Personnel Committee and the Oswego County Legislature approve a budget modification to cover the installation of two (2) external speakers at the Department of Social Services building in Mexico.

SUMMARY: Visitors and clients that come to the department for appointments or to inquire about benefits & services often will prefer to wait for their appointment outside after they have registered with reception. The lobby is often quite full and active with small children and with others conversing. For some, waiting in a crowded waiting room triggers anxiety and frustration.

Clients that choose to wait outside sometimes miss their appointments because they are unable to hear their name being called in the lobby. The external speakers will allow us to announce an appointment outside so that clients don't have to wait further, or reschedule. The department was equipped with an external speaker in the past, but it has long since stopped functioning.

**RECOMMENDED
ACTION:**

The Department of Social Services recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the installation of the external speakers at a total cost of \$3,016. After applying 75% fed/state reimbursement, the local share cost will be \$754.



17 Technology Place Ste 3 East
Syracuse, NY 13057
315-451-4777

1-May-23 Estimate

Installation Address

For **John Ferry**
Customer **Oswego County**
Address **100 Spring Street**
City **Mexico, NY 13114**
Phone
email **John.Ferry@OswegoCounty.com**
Outside Vestibule Speaker

Bill To Address:

Oswego County
100 Spring Street
Mexico, NY 13114
John Ferry

www.matrixcommunications.com

Qty

Mat'l Labor

(1)	Provide and install Cat6 cable the main entrance outside the vestibule			
(1)	Provide and install Outdoor IP page speaker			
(1)	Program new single zone IP extension to access outdoor speakers			
(1)		\$ 592.00	\$ 1,622.00	\$ 2,214.00

(1)	Add additional speaker outside the breakroom on the Southwest corner of the building	\$ 204.00	\$ 598.00	\$ 802.00
-----	--	-----------	-----------	-----------

Initial page speaker will require (1) sip extension and (1) PoE port, the additional speaker will work as a slave to the first speaker. Both speakers will be accessed by 1 extension number dialed from any phone

Pricing Notes

This installation is being performed for a municipality, our proposal is based on the current prevailing wage rate for telecom installations in the County of Oswego

Pricing includes all necessary parts, labor and material (excluding surface raceway) for a complete installation.

Conduit and electrical wiring are not included. We can price these items on an as-needed basis.

Pricing assumes the work above will be completed in a consecutive workday schedule. Additional trips may billed additional if required.

Pricing includes all necessary parts, labor and material (excluding surface raceway) for a complete installation.

Our pricing assumes that if it is granted, all parties will work together to an agreed upon construction schedule. Standard work hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. Overtime will not billed for normal agreed upon scheduling circumstances under our control

		Labor	\$2,220.00
		Material	\$796.00
		Sales Tax	
8.00%	(credit for sales tax will be applied with proper exemption certificates)	Total	\$3,016.00



17 Technology Place Ste 3 East
Syracuse, NY 13057
315-451-4777

1-May-23 **Estimate**

Installation Address

For **John Ferry**
Customer **Oswego County**
Address **100 Spring Street**
City **Mexico, NY 13114**
Phone
email **John.Ferry@OswegoCounty.com**
Outside Vestibule Speaker

Bill To Address:

Oswego County
100 Spring Street
Mexico, NY 13114
John Ferry

www.matrixcommunications.com

ACCEPTANCE

The listed prices, quantities, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Print Name _____

Signature _____ Date _____

The above quantities, specifications and conditions are satisfactory and are hereby accepted.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents severe weather conditions or conditions beyond our control.

Additional labor and material not included in this document include, additional support to troubleshoot connectivity issues, poor workmanship issues, that are the result of Customer networks, Local Exchange Carrier, Long Distance, ISP providers.

Circumstances not disclosed in writing to Matrix Communications prior to configuration design, i.e., asbestos contamination, core drilling, special permits, hazardous working conditions, second or third shift working hours, will be billed additional.

Owrier to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on the above work to be taken out by Matrix Communications.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms:

30%	\$904.80	Due upon Signing
60%	\$1,809.60	Due upon Equipment Delivery
10%	\$301.60	Due upon Completion
100%	\$3,016.00	

Quoted On:
5/1/2023

Quoted By:
Jerry Burgwin
17 Technology Place
E. Syracuse, NY 13057

Toll Free
Phone
Fax

For Service Call:
1-800-925-6768
315-451-4777
315-451-4847

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

<i>James</i>	7 31 23
COUNTY ADMINISTRATOR	DATE
<i>[Signature]</i>	7.31.23
CHAIRPERSON	DATE
<i>X</i>	

COUNTY TREASURER

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING CREATION OF ONE (1) PRINCIPAL
CASEWORKER AIDE, ONE (1) SENIOR CASEWORKER AIDE AND FIVE (5)
CASEWORKER AIDE POSITIONS IN THE DEPARTMENT OF SOCIAL
SERVICES**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services is mandated to provide transportation to children and families to facilitate their receipt of child welfare services; AND

WHEREAS, the vendor contract that currently provides the Department with transportation and dispatch services for these children and families will terminate effective September 1, 2023;

WHEREAS, the Social Services Commissioner has identified the need to add one (1) Principal Caseworker Aide, one (1) Senior Caseworker Aide, and five (5) Caseworker Aide positions to provide the necessary transportation services for the families and children in child welfare cases, and be it

NOW, upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, this body authorizes the creation of (1) Principal Caseworker Aide, one (1) Senior Caseworker Aide, and five (5) Caseworker Aide positions, be it

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Human Resources Director shall by their authority to make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5000 • fax 315.963.5600

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

DATE: August 10, 2023

SUBJECT: Request for Creation of One (1) Principal Caseworker Aide, One (1) Senior Caseworker Aide and Five (5) Caseworker Aide Positions in the DSS Services Unit

SUMMARY: Volunteer Transportation Centers (VTC) is ending their contract with Oswego County at the end of 2023; however, they wish to suspend services by September 1, 2023.

Most families that OCDSS works with are at, or below, poverty level, and do not have access to safe and reliable transportation. Oswego County consists of 952 square miles. Rural families do not have access to public transportation to the cities of Fulton, Oswego, or Syracuse (Onondaga County) where most services or family visitation sites are available.

The lack of a means of transportation is a significant barrier to families in need of services to allow them to function more effectively and independently to prevent the foster care placement of children; or, to reunite their family as soon as possible, if a placement is necessary. Since June 2023, both Oswego County Family Court Judges are ordering double the amount of visitation time for families who have experienced separation. These are parents whose children have been removed from their care and placed with a relative, kin or in a foster home. Children are transported from school or where they are placed as well as parents from their dwelling. Some families require several transporters for one visit. Visits were ordered once a week for one hour, but are now two times per week for two hours per visit. Most visits are required to be supervised by Department personnel or a visitation center. The Department is violating court orders if the visitation orders are not met and could face contempt charges.

In addition to transporting and supervising court ordered visitation, the Department is required to assist families with any needs they may have for services. The Department is responsible for arranging and ensuring transportation to substance abuse treatment, mental health treatment, medical appointments for health and dental and any other needs including responding to crises. Between supervised visits and other court ordered services well over one thousand trips are required and tens of thousands of miles are traveled each month.

Referrals come directly from OCDSS. It is estimated that up to 1,500 trips per month will need to be scheduled, which includes about 30,000 miles per month of travel. In order to meet the transportation needs, this is the staffing structure recommended: There are currently 6.5 Caseworker Aides assigned to Child & Family Services providing transportation and supervising visits. To cover dispatch, supervision and schedule management, we need 1 Principal CWA and 1 Sr CWA that will manage scheduling and dispatch, and oversee 5 additional Caseworker Aides (CWA).

RECOMMENDED

ACTION: The Department of Social Services Recommends the Human Services Committee, Finance and Personnel Committee, and the Legislature approve the creation of one (1) Principal CWA, one (1) Sr. CWA and five (5) additional Caseworker Aide positions in the DSS Services Unit. The total increase in cost to the 2023 budget for the remainder of the year for the additional staff will be \$89,663. **The total local share increase after 62% reimbursement will be \$34,072, which will be covered using accumulated funds in Salary and Wages due to vacancies. The addition of these new full-time positions is budget neutral in 2023.**

The additional cost for the additional staff in the 2024 budget will be \$ 241,000 with a local share of \$91,580. The 2024 budget amount will be offset by the termination of the VTC contract that is \$249,741, creating a savings of \$8,741 total (\$3,222 local share).

Title	2023 Hourly	Rest of 2023	Reimburse	Local Share	2024 hrly	2024 annual	Reimburse	Local Share
Caseworker Aide	17.45	\$12,215	\$7,573	\$4,642	17.97	\$32,831	\$20,355	\$12,476
Caseworker Aide	17.45	\$12,215	\$7,573	\$4,642	17.97	\$32,831	\$20,355	\$12,476
Caseworker Aide	17.45	\$12,215	\$7,573	\$4,642	17.97	\$32,831	\$20,355	\$12,476
Caseworker Aide	17.45	\$12,215	\$7,573	\$4,642	17.97	\$32,831	\$20,355	\$12,476
Caseworker Aide	17.45	\$12,215	\$7,573	\$4,642	17.97	\$32,831	\$20,355	\$12,476
Sr. CWA	19.23	\$13,461	\$8,346	\$5,115	\$19.80	\$36,175	\$22,428	\$13,746
Pr. CWA	21.61	\$15,127	\$9,379	\$5,748	\$22.26	\$40,669	\$25,215	\$15,454
Totals		\$89,663	\$55,591	\$34,072*		\$241,000	\$149,420	\$91,580
VTC Contract						\$249,741	\$154,839	\$94,802
Savings						\$8,741	\$5,419	\$3,222

*Covered by accrued 2023 unspent salaries.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS	DIVISION/UNIT (NUMBER): 6070
A. NEW POSITION REQUEST	
1. Position Title Requested: Principal Caseworker Aide	
2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.	
3. a. Bargaining Unit – Hourly Rate from Grade plan: \$21.61	Grade: 9
b. Management or OCPA – Salary Requested: _____	Grade: _____
4. Percent of Federal and or State Reimbursement: 62%	Fringe Reimbursed: ☒ Yes ☐ No
5. Justification of Need (Use additional sheets as necessary): <i>As the current vendor for planning/dispatch of child welfare related transportation is ending, this position is needed for planning, scheduling, mapping and supervising transports of children and adults receiving child welfare services. This position schedules routes, receives and manages referrals from Caseworkers, and ensures safe and timely transportation of clients to various appointments and visitations. They monitor transportation costs, and maintain records as required. This position plans the work a team of Caseworker Aides (CWAs) and Sr. CWA that carry out the transportation and supervise visitations between parents and children that have been removed from the parents' care.</i>	
6. Complete New Position Duties Statement (p. 3 & 4).	
RECLASSIFICATION REQUEST	
1. Present Title:	2. Position #:
3. Present Salary/Hourly Rate:	Grade:
4. Requested Title:	
5. Requested Salary: _____	
a. Bargaining Unit: _____	Hourly Rate: _____ Grade: _____
b. Management or OCPA – Salary Requested: _____	Grade: _____
6. Percent of Federal and/or State Reimbursement: _____	Fringe Reimbursed: ☐ Yes ☐ No
7. Justification of Need (use additional sheets as necessary):	
8. Complete New Position Duties Statement (p. 3 & 4).	

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

Civil Service Law: Section 22. Certification for positions.
 Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES
 DEPARTMENT**

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE DSS	DIVISION, UNIT, OR WORK SECTION Services	LOCATION OF POSITION Mexico
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: <i>Principal Caseworker Aide</i>		
PERCENT OF WORK TIME		
40	<i>Receives referrals, prioritizes/plans/coordinates and dispatches drivers for transportation of clients receiving child welfare services.</i>	
20	<i>Monitor the route and status of CWAs in the field to coordinate and prioritize their schedules;</i>	
10	<i>Provide CWAs with information about client demographics, needs, precautions and other information as required for safe transport</i>	
10	<i>Enter data in computer system and maintain logs and records of calls, activities and other information</i>	
5	<i>Maintains and prepares a variety of records and reports related to transportation, e.g., mileage, number of trips, purpose of trips, etc.</i>	
5	<i>May make necessary contacts to obtain additional and/or current client information</i>	
5	<i>Reviews documentation re: transports and visits, or other contacts, along with recommendations submitted to Caseworkers, as appropriate</i>	
5	<i>Assists in communication between agency, client, and the community by clarifying agency programs to individuals and conveying community cultural patterns and attitudes to agency professional staff</i>	
	(Attach additional sheets if more space is needed)	

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Patricia Wright	Senior Caseworker	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
TBD	Sr Caseworker Aide	Direct

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
n/a		

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *three (3) years of experience in a social service or community service agency, hospital, or physician's office which shall have involved client or patient scheduling and customer service, one (1) year of which must have been supervisory*

Essential knowledge, skills and abilities: *Knowledge of community resources and programs; causes & characteristics of social and behavioral problems. Ability to develop/maintain effective working relationships with clients, agency staff, and the general public; communicate clearly; organize multiple schedules with accuracy; review and prioritize referrals for transportation; make sound decisions/exercise good judgment; remain calm in stressful/emergent situations; plan, assign and review the work of others; prepare records and reports.*

Type of license or certificate required: Valid NYS driver's license is required and must be maintained

7. The above statements are accurate and complete.

Date: 7/17/23

Title: Commissioner

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.		OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT NEW POSITION DUTIES STATEMENT Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.	
1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE DSS	DIVISION, UNIT, OR WORK SECTION Services	LOCATION OF POSITION Mexico	
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: <i>Sr. Caseworker Aide</i>			
PERCENT OF WORK TIME			
20	<i>Receives emergency and non-emergency calls from CWAs, records significant information and addresses problems and requests by transmitting information and/or providing solutions</i>		
10	<i>Provides and/or arranges training for all Caseworker aides to ensure personal safety, traffic safety, appropriate use of car seats, booster seats and seat belts</i>		
20	<i>Reviews documentation re: transports and visits, or other contacts, along with recommendations submitted to Caseworkers, as appropriate</i>		
20	<i>Updates CWAs in the field with new information about client demographics, needs, precautions and other information as required for safe transport</i>		
10	<i>Ensures regular maintenance of a fleet of department vehicles and ensures compliance with State and local vehicle safety and traffic laws & policy</i>		
5	<i>Assists with referral of clients in life skill areas of housing, employment, school attendance, recreation, money management, day care, shopping, laundry, transportation, and escort</i>		
5	<i>Assists in communication between agency, client, and the community by clarifying agency programs to individuals and conveying community cultural patterns and attitudes to agency professional staff</i>		
10	<i>Provides training to CWAs in recognizing conditions contributing to social problems and in making efforts toward correcting these conditions by referring to higher level employees for assistance</i>		
	(Attach additional sheets if more space is needed)		

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
TBD	Principal Caseworker Aide	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
Shelly Forrest	Caseworker Aide	Direct
Jennifer Babcock	Caseworker Aide	Direct
Jean Green	Caseworker Aide	Direct

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
n/a		

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *Two (2) years of para-professional experience in a social service or community service agency, hospital, or physician's office which shall have involved client or patient contact*

Essential knowledge, skills and abilities: *Knowledge of community resources and programs; causes & characteristics of social and behavioral problems. Ability to develop/maintain effective working relationships with clients, agency staff, and the general public; communicate clearly; deal with difficult and/or uncooperative patients/clients; tolerate exposure to offensive odors, dirt, grime, poor hygiene.*

Type of license or certificate required: Valid NYS driver's license is required and must be maintained

7. The above statements are accurate and complete.

Date: 7/17/23

Title: Commissioner

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6070

A. NEW POSITION REQUEST

1. Position Title Requested: Senior Caseworker Aide

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \$19.23 Grade: 7

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: 62% Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

This position is needed to receive, clarify and manage transportation referrals from Caseworkers, coordinating the efforts of CWA staff to ensure safe and timely transportation of clients to various appointments and visitations. They ensure regular maintenance of a fleet of department vehicles and ensure compliance with State and local vehicle safety and traffic laws & policy. This position provides direct supervision to a team of Caseworker Aides (CWAs) that carry out the transportation and supervise visitations between parents and children that have been removed from the parents' care.

6. Complete New Position Duties Statement (p. 3 & 4).

RECLASSIFICATION REQUEST

1. Present Title: _____ 2. Position #: _____

3. Present Salary/Hourly Rate: _____ Grade: _____

4. Requested Title: _____

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

C. POSITION DELETION
1. Title to be Deleted:
2. Position #
3. Salary Savings:
4. Reason for Deletion:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6070

A. NEW POSITION REQUEST

1. Position Title Requested: Caseworker Aide (x5)

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \$17.45 Grade: 5

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: 62% Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

DSS needs to add five Caseworker Aides to our staff to assist with transportation of children in placement to appointments, court appearances, and visitations as they relate to our service plan for their case. Caseworker Aides often provide the supervision for court-ordered supervision as well. We need to add these positions as our contract with VTC for transportation and dispatch will be ending on or about 9/1/23. Family Court judges have also recently doubled the number of visitations for children in care, as well as doubled the length of each visit. These children often have very specific needs due to trauma and/or sensitivities, so we will plan to assign transports and supervision of visitation to CWAs as a caseload in an effort to provide trauma-informed services.

6. Complete New Position Duties Statement (p. 3 & 4).

RECLASSIFICATION REQUEST

1. Present Title: _____ 2. Position #: _____

3. Present Salary/Hourly Rate: _____ Grade: _____

4. Requested Title: _____

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE DSS	DIVISION, UNIT, OR WORK SECTION Services	LOCATION OF POSITION Mexico
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.		
Title requested: <i>Caseworker Aide (x5)</i>		
PERCENT OF WORK TIME		
10	<i>Monitors parent visitations following court orders as required for children in foster care including encouraging proper interaction, stopping inappropriate behavior and/or conversation, and terminating visit if necessary</i>	
60	<i>Transports clients for visitations, appointments, and/or to family court in accordance with service plans</i>	
5	<i>Maintains and prepares a variety of records and reports, e.g., mileage, trip, time sheets, etc.</i>	
5	<i>Assists in communication between agency, client, and the community by clarifying agency programs to individuals and conveying community cultural patterns and attitudes to agency professional staff</i>	
10	<i>Documents transports and visits, or other contacts, with recommendations submitted to Caseworkers, as appropriate</i>	
5	<i>May testify in Family Court when necessary</i>	
5	<i>May make necessary contacts to obtain additional and/or current client information</i>	
	(Attach additional sheets if more space is needed)	

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
TBD	Sr. Caseworker Aide	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
n/a		

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
Shelly Forrest	Caseworker Aide	Mexico
Jennifer Babcock	Caseworker Aide	Mexico
Jean Green	Caseworker Aide	Mexico

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *Two (2) years of para-professional experience in a social service or community service agency, hospital, or physician's office which shall have involved client or patient contact*

Essential knowledge, skills and abilities: *Knowledge of community resources and programs; causes & characteristics of social and behavioral problems. Ability to develop/maintain effective working relationships with clients, agency staff, and the general public; communicate clearly; deal with difficult and/or uncooperative patients/clients; tolerate exposure to offensive odors, dirt, grime, poor hygiene.*

Type of license or certificate required: Valid NYS driver's license is required and must be maintained

7. The above statements are accurate and complete.

Date: 7/14/23

Title: Commissioner

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

RESOLUTION NO.

August 10, 2023

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 23-DSS-001 – DOOR TO DOOR TRANSPORTATION SERVICES**

By Legislator Roy Reehil,

WHEREAS, the County issued a request for proposal for a vendor to provide Door to Door Transportation Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-DSS-001) from multiple qualified firms to provide Door to Door Transportation Services; and

WHEREAS, the Oswego County Department of Social Services and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Catholic Charities of Fulton, NY 13069 meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Service Committee that the County of Oswego awards the professional service contract for providing Door to Door Transportation Services, to Catholic Charities of 808 W Broadway, Fulton, NY 13069, for a 3-year budget cost of \$3,256,738.00, be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
 Phone (315)326-6051 Fax (315)342-2468
 Email: Purchasing@OswegoCounty.Com

RFP 23-DSS-001 – DOOR TO DOOR TRANSPORTATION SERVICES

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Catholic Charities of Oswego County	808 W Broadway Fulton NY 13069	See attachment	95%	<table border="1"> <tr> <td>X</td><td>X</td><td>X</td><td>X</td><td>X</td> </tr> </table>	X	X	X	X	X
X	X	X	X	X					
Oswego County Opportunities, Inc.	239 Oneida Street Fulton, NY 13069	See attachment	65%	<table border="1"> <tr> <td>X</td><td>X</td><td>X</td><td>X</td><td>X</td> </tr> </table>	X	X	X	X	X
X	X	X	X	X					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 23-DSS-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on June 16, 2023. It was also sent directly to the following vendors:

Access CNY	ACR Health	ARISE
Catholic Charities	Child Advocacy Center	Christian Community
Services	Citizen Advocates	Farnham
Fulton YMCA	Huntington Family Centers	Liberty Resources Oswego
County Opportunities	Oswego Industries	Oswego YMCA
Prevention Network CNY	Pulaski Comm. Task Force	Salvation Army
Volunteer Transportation Center		

Number of Responses: Two (2)

CATHOLIC CHARITIES OF OSWEGO COUNTY	Pro
	• Size of staff, volunteer coordination • History of successful collaboration & problem-solving/negotiation as needed. • Strong program design. • Provides all three components of the RFP.
	Con
	• No History of using dispatch software.

OSWEGO COUNTY OPPORTUNITIES, INC.	Pro • 5AM – 7:30PM schedule. • Purchases their own vehicles. • On-Demand Transports. • Medicaid & non-emergency medical transports. • Strong agency delivering high quality services in Oswego County. Con • Lack of experience in transporting for child welfare services/ visitation between children in placement & parents. • Inadequate budget proposal. • No volunteer components. • Proposal doesn't show understanding of the scope of work.
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Proposals Reviewed By:

Marti Babcock, Melisa Verdoliva, Sara Finley

Evaluation Summary: The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **Catholic Charities of Oswego County.**

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Catholic Charities of Oswego County
Transportation Services Program DSS
Annual Projected Budget

	<u>Year 1 Budget</u>	<u>3-Year Budget</u>
Revenue		
Government Funding	<u>963,233</u>	<u>3,256,738</u>
Total Revenue	963,233	3,256,738
Expenditures		
Salaries	438,666	1,523,432
Health Insurance	121,742	365,226
FICA	30,129	104,635
Workers Compensation	9,870	34,277
Disability Insurance	1,974	6,855
Unemployment Insurance	2,500	8,684
Other Fee (includes background		
checks for volunteer drivers)	4,200	14,586
Other Program Supplies	19,410	67,409
Office	210	729
Local Telephone	6,036	20,962
External Telephone	7,296	25,338
External Printing	192	667
Insurance	3,174	33,069
Mileage	116,064	403,076
Auto Operating	85,652	297,459
Equip Rental	678	2,355
Minor Equipment	3,510	12,190
Internal Admin Chg	92,482	277,446
Rent Internal	19,448	58,344
Total Expenditures	963,233	3,256,738

12.4% indirect administrative cost

5% increase per year for COLA and escalating costs infrastructure

3.1.1. Section 1 – Required Documentations

Attachment A – Paid Transporter Budget Information

Attachment - A

Proposer Reply Cover Sheet

Sealed Proposals are due by **2:00 p.m., Monday, July 10, 2023**, at Oswego County Purchasing, 16 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehended the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal RFP 23-DSS-001 – Door to Door Transportation Services** and offers to fulfill the obligations shown in the attached proposal for the cost listed below.

Personnel	\$ <u>149,040</u>	Annual Cost (12 months)
Tele. or Internet / Number of hours scheduled per week / Wage and time devoted to Transportation Services under this contract.		
Personnel fringe	\$ <u>56,364</u>	Annual Cost (12 months)
FICA / Workers Comp / Disability Insurance / Unemployment Insurance / etc.		
Transportation Costs	\$ <u>48,852</u>	Annual Cost (12 months)
Mileage paid for transporter using own vehicle / Cost of leased company cars, etc.		
Equipment	\$ <u>2,496</u>	Annual Cost (12 months)
Property / Transporter Equipment / Software for Dispatch / etc.		
Supplies (Stationery, Fuel, etc.)	\$ <u>24,000</u>	Annual Cost (12 months)
Cost of Personnel or Property Approval / Rate (in the limit of up to 15% of total project cost)		
Insurance	\$ <u>828</u>	Annual Cost (12 months)
Liability / Sexual Harassment Insurance / etc.		
Program Supplies	\$ <u>—</u>	Annual Cost (12 months)
Office Space Costs	\$ <u>3,312</u>	Annual Cost (12 months)
Other Essential Services (unpublished list)	\$ <u>—</u>	Annual Cost (12 months)
Recruitment / Retention	\$ <u>828</u>	Annual Cost (12 months)

Attachment B – Dispatch Services Budget Information

Attachment - B

Proposer Reply Cover Sheet

Sealed Proposals are due by 2:00 p.m., Monday, July 10, 2023, at Oswego County Purchasing to East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal RFP 23-DSS-001 – Door to Door Transportation Services** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Personnel	\$ 15,497	Annual Cost (12 months)
Title of position / Number of hours scheduled per week / Wage		
What time devoted to Transportation Services on for this contract		
Personnel Fringe	\$ 5,889	Annual Cost (12 months)
PCA / Workers Comp / Disability Insurance / Unemployment Insurance / etc.		
Transportation Costs	\$ _____	Annual Cost (12 months)
Mileage paid for transporter using own vehicle / Cost of leased vehicle + gas costs		
Equipment	\$ 2,685	Annual Cost (12 months)
Phones / Computer Equipment / Software for Dispatch / etc.		
Administrative Indirect Cost	\$ 2,559	Annual Cost (12 months)
Cost Percentage of Federally Approved Rate (note limit of up to 15% of total project cost)		
Insurance	\$ _____	Annual Cost (12 months)
Liability / Sexual Harassment Insurance / etc.		
Program Supplies	\$ _____	Annual Cost (12 months)
Other Special Costs	\$ 1,813	Annual Cost (12 months)
Other Fees and Services	\$ 3,235	Annual Cost (12 months)
Trained Use On-Call cost		
Recruitment / Retention	\$ _____	Annual Cost (12 months)
Total	\$31,378	

Schedule A

Evaluation Comparison

RFP 23-DSS-001 DOOR TO DOOR TRANSPORTATION SERVICES

Total Points	Evaluation Criteria	CATHOLIC CHARITIES OSWEGO, NY			OSWEGO COUNTY OPPORTUNITIES OSWEGO, NY		
		M.B.	M.V.	S.F.	M.B.	M.V.	S.F.
40	Experience & Capabilities	40	40	40	30	30	30
30	Management Outline and Project Approach	25	25	25	15	15	15
10	Business & Organization	10	10	10	10	10	10
20	Cost	20	20	20	10	10	10
100	Total Points	95	95	95	65	65	65
Rating per Evaluation		95.00			65.00		

M.B. = Marti Babcock

M.V. = Melisa Verdoliva

S.F. = Sara Finley

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING AMENDING CONTRACT RFP# 19-HD-006 –
SENIOR NUTRITION SITE TRANSPORTATION**

By Legislator Reehil:

WHEREAS, the recent closure of the Hannibal Congregate Dining Site has eliminated the need for transportation, and

WHEREAS, transportation options were reviewed to try to accommodate any Hannibal residents wishing to attend an alternate congregate dining site, and

WHEREAS, the Fulton Congregate Dining site is in close proximity to the Hannibal area and Oswego County Opportunities Transportation has agreed to expand the Fulton Transportation service to include Hannibal and the surrounding area at no additional contract cost;

NOW, upon recommendation of the Human Services Committee of this body; be it

RESOLVED, Contract 19-HD-006 – Senior Nutrition Site Transportation be amended to reflect the elimination of the Hannibal Congregate Dining Site and add Extended Service Area to the Fulton Congregate Dining Site

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



**County of Oswego
OFFICE FOR THE AGING**

(315) 349-3484

Sara Sunday
Aging Services Administrator
www.oswegocounty.com/ofa

County Office Complex
70 Bunner Street
Oswego, NY 13126

Informational Memorandum

- Subject:** Contract Amendment – Office for the Aging contract with Oswego County Opportunities, Inc (OCO) – RFP #19-HD-006 - Senior Nutrition Site Transportation
- Purpose:** Due to the closure of the Hannibal Congregate Dining Center, transportation is no longer needed to the congregate site. OFA and OCO Transportation jointly request the contract be amended to expand the Fulton Congregate Dining Center Transportation to cover the Hannibal area.
- Summary:** The Hannibal Senior Congregate Dining Center closed on June 14th, 2023. With the site's closure, transportation to the site is no longer required. As with any closure plan, alternative options must be presented to accommodate former or potential new participants. OFA and OCO have come to an agreement to expand the Fulton Congregate Site Transportation route to include Hannibal and the surrounding area. This expansion will allow any potential Hannibal participants to access congregate dining and socialization services that previously were available in Hannibal.

There is no additional cost to the contract. The amount allocated for transportation for the Hannibal location will be reallocated to Fulton Site Transportation. The amendment is budget neutral.

Recommended

- Action:** The Office for the Aging recommends the Human Services Committee, the Finance and Personnel Committee and the Oswego County Legislature to approve the contract amendment for the Senior Nutrition Site Transportation.

COUNTY OF OSWEGO

RFP #19-HD-006 – Senior Transportation Services – CONTRACT AMENDMENT

This 2nd Contract Amendment, made and entered into on this ____ day of August 2023 by and between the County of Oswego, 46 East Bridge Street, Oswego, NY 13126 (administrative Office Address), hereinafter designated as the OWNER, and Oswego County Opportunities, INC, hereinafter designated as the CONTRACTOR. The contract is amended as follows:

Effective July 1st, 2023, with the closure of the Hannibal congregate dining center and the expansion of the Fulton transportation route to accommodate Hannibal participants, the contract will be updated per the following schedule:

Site	Days to DAC	Days Shopping	Monthly Cost	2023 Annual
Central Square	Tuesday & Thursday	1	\$ 3,593.00	\$ 43,116.00
Fulton Extended Service Area	Monday & Friday	1	\$ 1,234.00	\$ 14,808.00
Phoenix	Wednesday & Friday	1	\$ 1,379.00	\$ 16,548.00
Mexico	Wednesday	1	\$ 690.00	\$ 8,280.00
Parish	Thursday	1	\$ 1,815.00	\$ 21,780.00
* Hannibal Removed				
Total Cost			\$ 8,711.00	\$ 104,532.00

Annual Contract Sum Not to Exceed: \$104,532

*RATES INDICATED ABOVE REFLECT NEGOTIATED/APPROVED BY BOTH PARTIES OF CONTRACT, EFFECTIVE JULY 1, 2023 – DECEMBER 31, 2023.

(seal)

By: (Contractor)

Witness

Authorized Signature

Title

Title

(Seal)

By: (Owner-County)

Witness

Hon. James Weatherup

Title

Chairman of the Legislature

COUNTY OF OSWEGO
RFP #19-HD-006 - Transportation Services – CONTRACT AMENDMENT

This 1st Contract Amendment, made and entered into on this 13th day of July 2021 by and between the County of Oswego, 46 East Bridge Street, Oswego, NY 13126 (administrative Office Address), hereinafter designated as the OWNER, and Oswego County Opportunities, INC, hereinafter designated as the CONTRACTOR. The contract is amended as follows:

Effective August 1st, 2021, with the reopening of congregate dining centers and resuming of transportation to the dining sites, the contract will be updated per the following schedule:

Site	Days to Nutrition Site	Days Shopping	Monthly Cost	Full Year	Remainder of Year*
Central Square	Tuesday & Thursday	1	\$ 3,593.00	\$ 43,116.00	\$17,965.00
Fulton	Monday & Friday	1	\$ 762.00	\$ 9,144.00	\$ 3,810.00
Phoenix	Wednesday & Friday	1	\$ 1,379.00	\$ 16,548.00	\$ 6,895.00
Hannibal	Monday	1	\$ 472.00	\$ 5,664.00	\$ 2,360.00
Mexico	Wednesday	1	\$ 690.00	\$ 8,280.00	\$ 3,450.00
Parish	Thursday	1	\$ 1,815.00	\$ 21,780.00	\$ 9,075.00
Lacona Removed					
Total Monthly Cost			\$ 8,711.00	\$ 104,532.00	\$43,555.00

Contract Sum Not to Exceed: **\$43,555**

*RATES INDICATED ABOVE REFLECT NEGOTIATED/APPROVED BY BOTH PARTIES OF CONTRACT, EFFECTIVE AUGUST 1, 2021 – DECEMBER 31, 2021.

(seal)

By: (Contractor)

Witness

Authorized Signature

Title

Title

(Seal)

By: (Owner-County)

Witness

Hon. James Weatherup

Title

Chairman of the Legislature



**COUNTY OF OSWEGO PURCHASING DEPARTMENT
VENDOR AGREEMENT**

THIS AGREEMENT is entered into as of this 1 day of January, 2020, by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, hereinafter referred to as the "**COUNTY**," with principal offices at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126; and **Oswego County Opportunities, Inc.**, a corporation organized and existing under the laws of the State of New York PARTNERSHIP/LIMITED LIABILITY COMPANY/SOLE PROPRIETORSHIP with principal business offices located at 239 Oneida Street Fulton NY 13069, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in RFP 19-HD-006 and **Schedule A** (the "Services/Goods"), which is attached to and is part of this Agreement. Vendor agrees to perform the Services/Goods and/or supply goods in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Services and/or Goods provided not within the scope of this Agreement as specifically identified in **Schedule A** without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Legislature of the County after consultation with the County Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Services and/or supply Goods beginning 1/1/2020, and ending 12/31/2022. The County reserve the right to renew the contract for up to two additional one year periods, at the sole option of the County and under all the terms and conditions of original RFP. Unless otherwise stated, all prices and discounts are to be quoted firm against increase on an F.O.B. destination, and freight pre-paid basis.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services and/or receipt of conforming Goods or as such Services or Goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in **Schedule B**, which is attached to, and is part of this Agreement. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of a County Claimant's Certification form or invoice, and, if the either is objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the invoice submitted by Vendor. A not-to-exceed cost of \$143,104 annually has been established for the scope of Services and/or supply of Goods rendered by Vendor. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County Purchasing Director, evidenced only by a written Change Order or Addendum to this Agreement, after

consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to-exceed cost if the County's authorization by the Chairman of the Legislature is not given in writing prior to the performance of the Services or the provision of additional Goods giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agent 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 County to enter into this Agreement 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 Agreement without liability, entitling the County 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 effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. 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 County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company 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 (1) if required by the Oswego County Ethics Law as amended from time to time, to submit a Disclosure Form to the Oswego County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Oswego 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 Agreement without liability, entitling the County 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 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 or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying Goods and incurring expenses 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 County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and/or supplying 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 County, 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 County including, but not limited to, Worker's Compensation coverage health coverage,

Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests 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 Chairman of the Legislature of the County. 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 County 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 County and if so terminated, the County 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 County 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 County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. 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 11. 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. 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 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant's 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. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness

of the charges, and Vendor 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 of New York, 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. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract **SHALL BE VOID** and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

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, a 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 County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County 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 County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County 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.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers'

compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

- II. The policy naming the County of Oswego as an additional insured shall, without exception:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
 - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.
- IV. Required Insurance **MINIMUMS**:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.
 - **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
 - **Excess/Umbrella Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
 - **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

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 County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without

thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County 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 the Services (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 for the County; and

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, 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/or goods supplied pursuant to this Agreement which the County, 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 County 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 County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, 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 County property is lost or damaged, except for normal wear and tear, then the County 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 County 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 County property described in this Article.

The 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 by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Goods or Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Services procured by the County to complete the Goods or Services herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The 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 by this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County of Oswego 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 Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 19. 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 Chairman of the Legislature of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Oswego County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.

ARTICLE 20. 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 21. ACCEPTANCE OF SUBSTITUTED SERVICE

The Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The

officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Vendor certifies that it is its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 22. TAXES

The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax Exempt Certificate will be executed upon Vendor's request.

ARTICLE 23. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the Services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the COUNTY without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County 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 effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County'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 24. SOLID WASTE COMPLIANCE

Pursuant to Oswego County Legislature Local Law, the Vendor agrees to deliver exclusively to the facilities of Oswego County Solid Waste Division, all waste and recyclables generated within the service area by performance of this Agreement by the Vendor and any subcontractors. Upon awarding of this Agreement, and before work commences, the Vendor will be required to provide Oswego County with proof that Oswego County Local Law has been complied with, and that all wastes and recyclables in the Oswego County Solid Waste's service area which are generated by the Vendor and any subcontractors in performance of this Agreement will be delivered exclusively to Oswego County Solid Waste.

ARTICLE 25. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and

prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

- 2. The Vendor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. **Drug-Free Workplace (Vendors who are individuals).** As required by the Drug-

Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1 As a condition of the contract, the Vendor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 26. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the NYS Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Vendor is subject to fines of \$50.00 per person per day for

any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 27. WAGE AND HOUR PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, the Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

ARTICLE 28. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/ Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Vendor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Vendor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that the Bidder/Vendor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Vendor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Vendor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility to review with respect to any Bidder/Vendor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ARTICLE 29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Vendor certifies and warrants that all woods products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision of public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Vendor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Vendor will indicate and certify in the submitted bid proposal that the subcontractor has been

informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Vendor to meet with the approval of the County.

ARTICLE 30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT.

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 31. GRATUITIES AND KICKBACKS PROHIBITED.

a. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

b. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 32. APPRENTICESHIP PROGRAM - NYS Labor Law §815

(For construction contracts over \$100,000 only) To the extent allowed by law and federal funding streams the County of Oswego requires that all county contractors and subcontractors, prior to entering into any county-let construction contracts over

\$100,000, to show that they offer apprenticeship agreements appropriate for the type and scope of work to be performed and that have been registered with and approved by the NYS Commissioner of Labor pursuant to the requirements found in the NYS Labor Law. Any apprenticeship agreement shall follow as a template the Suggested Standards for Apprenticeship Agreements under NYS Labor Law §815.

ARTICLE 33. TITLE VI - Required Language

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended

from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 33. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including **Schedules A and B**, which supersede any other understandings or writings between or among the parties.

ARTICLE 34. 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 or specifications of Goods covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services or the delivery of any Goods, the Chairman of the Legislature of the County, after consultation with the Department Head, 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 and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

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

OSWEGO COUNTY OPPORTUNITIES


Signature

Diane Cooper-Lucero
Printed Name

Exec Director
Title

COUNTY OF OSWEGO

Linda L. Lockwood
Signature

Linda L. Lockwood
Printed Name

Vice Chairman
Title

Schedule A

Scope of Work:

The Scope of work provided in Schedule A is in accordance with all request for proposal documents, including, but not limited to, the instructions and specification contained in RFP 19-HD-006 Senior Transportation Services.

The scope of work shall include providing transportation service for the Senior Citizens of Oswego County. The successful contractor will utilize its various vans and buses including those with wheelchair capability for these services. The Contractor will provide this service according to a prearranged schedule to Senior Nutrition Sites (see attached schedule). Further scheduled transportation may be provided as requested by the Senior Nutrition Program Director, however, any proposed additional transportation must first be reviewed and approved by the Office for the Aging.

The Office for the Aging and the Senior Nutrition Program Director shall monitor this agreement for transportation services for the Senior Nutrition Program and negotiate all scheduling of routes to fulfill Senior Nutrition priorities. Presently scheduled days of transportation are noted on attached schedule. The selected Contractor will supply data for monthly reports to be given to Human Services Committee as requested. The required monthly statistics will include: number of rides, areas where rides are provided and costs for the rides per area, as well as contributions received.

The selected Contractor, with mutual agreement of the Office of the Aging, shall suggest a contribution, subject to mutual approval by the Office for the Aging for each one way trip from the passengers. Contributions shall be used by the Contractor to further extend the service. Any transportation services rendered will take place during the normal working hours of 8:30 am and 4:30 pm, Monday through Friday.

The selected Contractor will provide the following specific services:

- Door-to-door Transportation Services
- Assistance to passengers, as required, to and from the bus
- Assistance to passengers with shopping
- Coordination of all senior transportation, including the volunteer driver program
- Drivers who are CPR trained with properly equipped first aid kits
- Radio-equipped buses to maintain contact in the event of emergencies
- The most direct route and the most cost-effective coordination of rides will be utilized
- All vehicles must be wheelchair/walker accessible, clean and safe
- All vehicles used in the transportation must meet all state and federal requirements.

It is expected that Oswego County riders will be picked up and dropped off at the scheduled times. Drop-offs will be as close to the entrance of the destination building as possible. The selected Contractor will submit monthly utilization (trip records) to the County. For reimbursement purposes, the Contractor will submit a monthly statement with appropriate documentation to support reimbursement claims, such as passenger trip verification, as well as statement of contributions collected. Upon receipt of this documentation each month, the County will pay for the service.

Schedule B
Fee Schedule

OCO's itemized cost proposal for this project.

Site (Nutrition & Shop)	2020 Contract Amount	2020 Contract Amount AMENDED
Central Square	\$43,684	\$41,500
Fulton	\$19,583	\$18,604
Hannibal	\$7,532	\$7,155
Lacona Soap Kitchen	\$27,114	\$25,758
Mexico	\$9,038	\$8,586
Parish	\$24,102	\$22,897
Phoenix	\$19,583	\$18,604
Annual Total	\$150,636	\$143,104

Service each week	
Central Square	2 days with a shopping day
Fulton	2 days with a shopping day
Hannibal	1 day with shopping
Lacona Soap Kitchen	1 day
Mexico	1 day with shopping
Parish	1 day with shopping
Phoenix	2 days with a shopping day



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
OneGroup NY, Inc.
706 N. Clinton St.
Syracuse NY 13204

CONTACT NAME: Carole Krytusa
PHONE (A/C No. Ext): 315-413-4418 FAX (A/C No.): 315-457-7902
E-MAIL ADDRESS: ckrytusa@onegroup.com

INSURED
Oswego County Opportunities Inc
239 Onelda Street
Fulton NY 13069-1288

OSWC03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: Physicians' Reciprocal Insurers	41467
INSURER C: Renaissance Life & Health	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 88872261

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			PHPK2015220 88342	8/18/2019 8/18/2019	8/18/2020 8/18/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 Professional Lib \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTO PD ☒ NON-OWNED AUTOS ONLY			PHPK2015220	8/18/2019	8/18/2020	\$ \$ \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			PHU888888	8/18/2019	9/18/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS Disability			1157227	4/1/2019	4/1/2021	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Oswego County
46 E. Bridge Street, 4th Floor
Oswego NY 13126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name and Address of Insured (Use street address only) Oswego County Opportunities Inc 239 Onelda Street Fulton NY 13089-1288	1b. Business Telephone Number of Insured 315-598-4705 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160979876
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Oswego County 46 E. Bridge Street, 4th Floor Oswego NY 13128	3a. Name of Insurance Carrier Renaissance Life & Health 3b. Policy Number of entity listed in box "1a": 1157227 3c. Policy effective period: <u>4/1/2019</u> to <u>4/1/2021</u>
4. Policy covers: a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law b. ☐ Only the following class or classes of the employer's employees:	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.	
Date Signed <u>2/3/2020</u> By <u></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)	
Telephone Number <u>1-315-363-2100</u> Title <u>Chief Executive Officer</u>	
IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State Of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed _____ By _____ (Signature of NYS Workers' Compensation Board Employee)	
Telephone Number _____ Title _____	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



1046 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 160979876
ONEGROUP NY INC
708 N CLINTON ST
SYRACUSE NY 13204



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER OSWEGO COUNTY OPPORTUNITIES INC 239 ONEIDA STREET FULTON NY 13089		CERTIFICATE HOLDER OSWEGO COUNTY 48 E BRIDGE STREET, 4TH FLOOR OSWEGO NY 13126	
POLICY NUMBER S2161 599-2	CERTIFICATE NUMBER 774121	POLICY PERIOD 09/10/2019 TO 09/10/2020	DATE 2/3/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2161 599-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 715866913

CONTRACT SIGN-OFF SHEET

All contractual agreements or addendums committing County government to any obligation in excess of three thousand dollars (\$3,000) per year, or establishing revenue schedules potentially at or above that sum, shall be accompanied by a this sign-off sheet. After completing the top section, send this cover sheet to Purchasing with all contract documents attached.

Project : Preventative Services Transportation

Between: Oswego County (Department of) Office for the Aging

And: Oswego County Opportunities, Inc.

Addendum? ☐ Yes ☒ No

Local or State Bid/RFP/Contract Number: 19-HD-006

Dept. and Line No.: _____ Capital Project No. _____

If this vendor is not currently on file with the County, a W-9 form must be completed and returned by the vendor to the County Treasurer prior to any payments.

SIGN-OFF IN ORDER BELOW:

1. County Purchasing Director
Contract acquired in compliance with
purchasing policy and meets bid or RFP
specifications.

(initial)

(date)

2. County Attorney
Approved as to form.

[Signature]

2/11/2020

3. County Administrator
Approved and budgeted.

[Signature]

2-13-20

Vice
4. Chairman of the Legislature
Authorization.

[Signature]

2-13-20

Renewals: After this contract has been stamped "approved as to form" by the County Attorney, it does not have to be re-approved by the County Attorney if only the names and payment amounts change. However, renewals with amendments that change the terms and conditions must go through the full approval process. Keep this cover sheet and attach copies to any future contracts for this purpose to be signed by the Chairman of the Legislature or the Department Head and send directly to Audit.

**COUNTY OF OSWEGO PURCHASING DEPARTMENT
VENDOR AGREEMENT**

January 2020

THIS AGREEMENT is entered into as of this 1 day of December 2019, by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, hereinafter referred to as the "**COUNTY**," with principal offices at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126; and **Oswego County Opportunities, Inc.**, a corporation organized and existing under the laws of the State of New York PARTNERSHIP/LIMITED LIABILITY COMPANY/SOLE PROPRIETORSHIP with principal business offices located at 239 Oneida Street Fulton NY 13069, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in **RFP 19-HD-006** and **Schedule A** (the "Services/Goods"), which is attached to and is part of this Agreement. Vendor agrees to perform the Services/Goods and/or supply goods in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Services and/or Goods provided not within the scope of this Agreement as specifically identified in **Schedule A** without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Legislature of the County after consultation with the County Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Services and/or supply Goods beginning **1/1/2020**, and ending **12/31/2022**. The County reserve the right to renew the contract for up to two additional one year periods, at the sole option of the County and under all the terms and conditions of original RFP. Unless otherwise stated, all prices and discounts are to be quoted firm against increase on an F.O.B. destination, and freight pre-paid basis.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services and/or receipt of conforming Goods or as such Services or Goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in **Schedule B**, which is attached to, and is part of this Agreement. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of a County Claimant's Certification form or invoice, and, if the either is objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the invoice submitted by Vendor. A not-to-exceed cost of **\$143,104 annually** has been established for the scope of Services and/or supply of Goods rendered by Vendor. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County Purchasing Director, evidenced only by a written Change Order or Addendum to this Agreement, after

consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to-exceed cost if the County's authorization by the Chairman of the Legislature is not given in writing prior to the performance of the Services or the provision of additional Goods giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agent 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 County to enter into this Agreement 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 Agreement without liability, entitling the County 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 effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. 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 County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company 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 (1) if required by the Oswego County Ethics Law as amended from time to time, to submit a Disclosure Form to the Oswego County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Oswego 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 Agreement without liability, entitling the County 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 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 or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying Goods and incurring expenses 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 County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and/or supplying 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 County, 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 County including, but not limited to, Worker's Compensation coverage health coverage,

Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests 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 Chairman of the Legislature of the County. 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 County 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 County and if so terminated, the County 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 County 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 County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. 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 11. 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. 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 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant's 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. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness

of the charges, and Vendor 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 of New York, 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. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract **SHALL BE VOID** and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

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, a 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 County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County 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 County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County 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.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers'

compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

- II. The policy naming the County of Oswego as an additional insured shall, without exception:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
 - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

IV. Required Insurance **MINIMUMS:**

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.
- **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/Umbrella Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
- **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

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 County with respect to its interests; (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without

thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County 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 the Services (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 for the County; and

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, 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/or goods supplied pursuant to this Agreement which the County, 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 County 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 County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, 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 County property is lost or damaged, except for normal wear and tear, then the County 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 County 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 County property described in this Article.

The 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 by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Goods or Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Services procured by the County to complete the Goods or Services herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The 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 by this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County of Oswego 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 Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 19. 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 Chairman of the Legislature of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Oswego County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.

ARTICLE 20. 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 21. ACCEPTANCE OF SUBSTITUTED SERVICE

The Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The

officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Vendor certifies that it is its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 22. TAXES

The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax Exempt Certificate will be executed upon Vendor's request.

ARTICLE 23. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the Services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the COUNTY without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County 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 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 otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 24. SOLID WASTE COMPLIANCE

Pursuant to Oswego County Legislature Local Law, the Vendor agrees to deliver exclusively to the facilities of Oswego County Solid Waste Division, all waste and recyclables generated within the service area by performance of this Agreement by the Vendor and any subcontractors. Upon awarding of this Agreement, and before work commences, the Vendor will be required to provide Oswego County with proof that Oswego County Local Law has been complied with, and that all wastes and recyclables in the Oswego County Solid Waste's service area which are generated by the Vendor and any subcontractors in performance of this Agreement will be delivered exclusively to Oswego County Solid Waste.

ARTICLE 25. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and

prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

- 2. The Vendor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. **Drug-Free Workplace (Vendors who are individuals).** As required by the Drug-

Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1 As a condition of the contract, the Vendor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 26. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the NYS Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Vendor is subject to fines of \$50.00 per person per day for

any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 27. WAGE AND HOUR PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, the Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

ARTICLE 28. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Vendor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Vendor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that the Bidder/Vendor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Vendor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Vendor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility to review with respect to any Bidder/Vendor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ARTICLE 29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Vendor certifies and warrants that all woods products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision of public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Vendor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Vendor will indicate and certify in the submitted bid proposal that the subcontractor has been

informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Vendor to meet with the approval of the County.

ARTICLE 30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT.

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 31. GRATUITIES AND KICKBACKS PROHIBITED.

a. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

b. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 32. APPRENTICESHIP PROGRAM - NYS Labor Law §815

(For construction contracts over \$100,000 only) To the extent allowed by law and federal funding streams the County of Oswego requires that all county contractors and subcontractors, prior to entering into any county-let construction contracts over

\$100,000, to show that they offer apprenticeship agreements appropriate for the type and scope of work to be performed and that have been registered with and approved by the NYS Commissioner of Labor pursuant to the requirements found in the NYS Labor Law. Any apprenticeship agreement shall follow as a template the Suggested Standards for Apprenticeship Agreements under NYS Labor Law §815,

ARTICLE 33. TITLE VI - Required Language

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended

from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 33. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including **Schedules A and B**, which supersede any other understandings or writings between or among the parties.

ARTICLE 34. 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 or specifications of Goods covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services or the delivery of any Goods, the Chairman of the Legislature of the County, after consultation with the Department Head, 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 and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

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

OSWEGO COUNTY OPPORTUNITIES


Signature

Dianne Cooper-Lewis
Printed Name

Exec. Director
Title

COUNTY OF OSWEGO

Linda L. Lockwood
Signature

Linda L. Lockwood
Printed Name

Vice Chairman
Title

Schedule A

Scope of Work :

The Scope of work provided in Schedule A is in accordance with all request for proposal documents, including, but not limited to, the instructions and specification contained in RFP 19-HD-006 Senior Transportation Services.

The scope of work shall include providing transportation service for the Senior Citizens of Oswego County. The successful contractor will utilize its various vans and buses including those with wheelchair capability for these services. The Contractor will provide this service according to a prearranged schedule to Senior Nutrition Sites (see attached schedule). Further scheduled transportation may be provided as requested by the Senior Nutrition Program Director, however, any proposed additional transportation must first be reviewed and approved by the Office for the Aging.

The Office for the Aging and the Senior Nutrition Program Director shall monitor this agreement for transportation services for the Senior Nutrition Program and negotiate all scheduling of routes to fulfill Senior Nutrition priorities. Presently scheduled days of transportation are noted on attached schedule. The selected Contractor will supply data for monthly reports to be given to Human Services Committee as requested. The required monthly statistics will include: number of rides, areas where rides are provided and costs for the rides per area, as well as contributions received.

The selected Contractor, with mutual agreement of the Office of the Aging, shall suggest a contribution, subject to mutual approval by the Office for the Aging for each one way trip from the passengers. Contributions shall be used by the Contractor to further extend the service. Any transportation services rendered will take place during the normal working hours of 8:30 am and 4:30 pm, Monday through Friday.

The selected Contractor will provide the following specific services:

- Door-to-door Transportation Services
- Assistance to passengers, as required, to and from the bus
- Assistance to passengers with shopping
- Coordination of all senior transportation, including the volunteer driver program
- Drivers who are CPR trained with properly equipped first aid kits
- Radio-equipped buses to maintain contact in the event of emergencies
- The most direct route and the most cost-effective coordination of rides will be utilized
- All vehicles must be wheelchair/walker accessible, clean and safe
- All vehicles used in the transportation must meet all state and federal requirements.

It is expected that Oswego County riders will be picked up and dropped off at the scheduled times. Drop-offs will be as close to the entrance of the destination building as possible. The selected Contractor will submit monthly utilization (trip records) to the County. For reimbursement purposes, the Contractor will submit a monthly statement with appropriate documentation to support reimbursement claims, such as passenger trip verification, as well as statement of contributions collected. Upon receipt of this documentation each month, the County will pay for the service.

Schedule B
Fee Schedule

OCO's itemized cost proposal for this project.

Site (Nutrition & Shop)	2020 Contract Amount	2020 Contract Amount AMENDED
Central Square	\$43,684	\$41,500
Fulton	\$19,583	\$18,604
Hannibal	\$7,532	\$7,155
Lacona Soap Kitchen	\$27,414	\$25,758
Mexico	\$9,038	\$8,586
Parish	\$24,102	\$22,897
Phoenix	\$19,583	\$18,604
Annual Total	\$150,636	\$143,104

Service each week	
Central Square	2 days with a shopping day
Fulton	2 days with a shopping day
Hannibal	1 day with shopping
Lacona Soap Kitchen	1 day
Mexico	1 day with shopping
Parish	1 day with shopping
Phoenix	2 days with a shopping day



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
OneGroup NY, Inc.
706 N. Clinton St.
Syracuse NY 13204

CONTACT
NAME: Carole Krylusa
PHONE
A/C No. Ext: 315-413-4418 FAX
A/C No.: 315-457-7902
E-MAIL
ADDRESS: ckrylusa@onegroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Co

18058

INSURER B: Physicians' Reciprocal Insurers

41407

INSURER C: Renaissance Life & Health

INSURER D:

INSURER E:

INSURER F:

INSURED
Oswego County Opportunities Inc
239 Oneida Street
Fulton NY 13069-1288

OSWC03

COVERAGES

CERTIFICATE NUMBER: 98672281

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER		PHPK2015220 88342	8/18/2019 8/18/2019	8/18/2020 8/18/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 Professional Lib \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ HIRED AUTO'S ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PHPK2015220	8/18/2019	8/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS MADE ☐ DED ☒ RETENTION \$ 10,000		PHUB886886	8/18/2019	8/18/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 PER STATUTE OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS Disability		1157227	4/1/2019	4/1/2021	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oswego County
46 E. Bridge Street, 4th Floor
Oswego NY 13126

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) Oswego County Opportunities Inc 239 Oneida Street Fulton NY 13069-1288	1b. Business Telephone Number of Insured 315-598-4705 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160979876
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Oswego County 46 E. Bridge Street, 4th Floor Oswego NY 13126	3a. Name of Insurance Carrier Renaissance Life & Health 3b. Policy Number of entity listed in box "1a": 1157227 3c. Policy effective period: 4/1/2019 to 4/1/2021
4. Policy covers: a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law b. ☐ Only the following class or classes of the employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above. Date Signed <u>2/3/2020</u> By <u></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number <u>1-315-363-2100</u> Title <u>Chief Executive Officer</u> IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed _____	By _____ (Signature of NYS Workers' Compensation Board Employee)
Telephone Number _____	Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



New York State Insurance Fund

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 160979876
ONEGROUP NY INC
706 N CLINTON ST
SYRACUSE NY 13204



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER OSWEGO COUNTY OPPORTUNITIES INC 239 ONEIDA STREET FULTON NY 13069		CERTIFICATE HOLDER OSWEGO COUNTY 46 E BRIDGE STREET, 4TH FLOOR OSWEGO NY 13126	
POLICY NUMBER S2161 599-2	CERTIFICATE NUMBER 774121	POLICY PERIOD 09/10/2019 TO 09/10/2020	DATE 2/3/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2161 599-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 715866913

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING
HEALTH DEPARTMENT-REQUEST TO TRANSFER SENIOR TYPIST
POSITION 418921901 FROM HOSPICE TO HEALTH ADMINISTRATION**

By Legislator James Karasek:

WHEREAS, due to the closure of the Oswego County Hospice and the need for ongoing management of the bereavement cases ending, and

WHEREAS, the department has a need for assistance with the Public Health Accreditation process of Health Administration, and

WHEREAS, the department is requesting to relocate this position from Hospice to Health Administration

NOW, upon recommendation of the Health Committee of this body and the approval of the Finance and Personnel Committee and the Human Resources Director, be it

RESOLVED, that the County Treasurer is hereby, authorized to transfer funds from A4189 in the amount of \$17,159 to A4010 and to increase Article 6 revenue line A4010 434010 by \$5,958, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



INFORMATIONAL MEMORANDUM

Subject: Request to transfer a position between departments

Purpose: To transfer a Senior Typist line from Hospice to Admin.

Summary: Due to the closure of Oswego County Hospice and the need for management of bereavement cases ending, we are requesting to move the last remaining Hospice position, Senior Typist, to the Admin Department. Among other job duties, this position will be heavily utilized in the Public Health Accreditation process. Relocating this position within the budget will also allow eligibility for Article 6 reimbursement.

Fiscal Impact 2023: Savings of \$5,928 as new duties are eligible for Article 6 State Aid.

Fiscal Impact 2024: A4010 Salaries and FICA increase to \$48,372 and State Aid increase of \$23,531 for a total of \$24,841. There will be no A4189 Hospice Budget in 2024.

Recommended Action: The Health Committee to approve and recommend the transfer of Sr Typist #418921901 from A4189- Hospice to A4010-Admin and the corresponding budget modification.

8.10.2023

County Treasurer	DATE
------------------	------

RESOLUTION NO.

August 10, 2023

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1123
MIXPLANT REHAB**

By Legislator Paul House:

WHEREAS, the County's asphalt mix plant in Hastings is over 20 years old, has been breaking down, and parts are becoming obsolete; and

WHEREAS, the county and several municipalities depend upon material from the plant for their summer road paving programs; and

WHEREAS, the highway department has determined the plant is in need of comprehensive rehabilitation;

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$5,000,000 from Unappropriated Fund Balance (GF) to Capital Project No. 1123 Mixplant Rehab.

Capital Project No. 1123**Total Authorization**

MIXPLANT REHAB

\$5,000,000

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE**YES:****NO:****ABSENT:****ABSTAIN:**



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of rehabilitating the Mixplant.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. 1123 with an authorization level of \$5,000,000 for rehabbing the Mixplant..

SUMMARY: The existing Mixplant is over 20 years old. The drum is ready to break, electrical and computer need updating and when the furnace quits running, someone must come in to relight it, resulting in overtime. Parts could take up to 3 weeks to get if they aren't obsolete. The Mixplant runs from May to November, so any down time holds up paving County roads.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #1123.

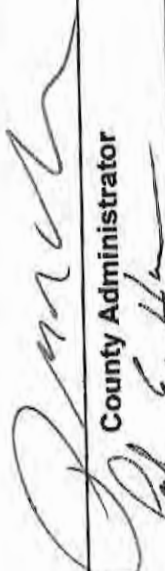
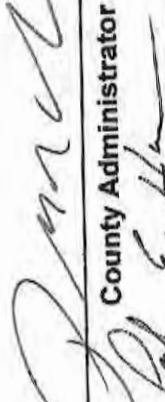
Shawn Walker
Highway Superintendent

Date

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

08/10/23

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	1123				Establish CP# 1123 Mix Plant Rehab	5,000,000.00
			H	450310	1123	CP# 1123 Interfund Transfer	(5,000,000.00)
A9901	599014					Interfund Transfer	5,000,000.00
						This project to be established through Appropriated Fund	
						Balance A159900	

Department Head Date 8-1-23 County Administrator Date 8-1-23 Chairperson Date

Director of Human Resource Date County Treasurer Date

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AN
AGREEMENT EXTENSION BETWEEN THE COUNTY OF OSWEGO AND THE
ONEIDA HERKIMER SOLID WASTE AUTHORITY**

By Legislator Paul House:

WHEREAS, Oswego County Local Law Number 2 of 2011 (entitled the "Oswego County Recycling and Solid Waste Local Law") generates significant residential recyclable materials at Oswego County Facilities that need to be processed and marketed for benefit of all Oswego County residents; and

WHEREAS, the Department of Solid Waste possesses the requisite equipment and permits to transport residential recyclable materials to the Oneida Herkimer Solid Waste Authority; and

WHEREAS, Oswego County is interested in continuing the intergovernmental agreement with Oneida Herkimer Solid Waste Authority for the processing and marketing of residential recyclable materials delivered by Oswego County to the Oneida Herkimer Solid Waste Authority;

NOW THEREFORE, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, be it

RESOLVED, that the Chairman of the Legislature is authorized to execute the Agreement Extension between the parties; and be it further

RESOLVED, that a copy of this Resolution shall accompany the signed agreement when same is returned to Oneida Herkimer Solid Waste Authority.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Agreement Extension with Oneida Herkimer for Recyclables processing

DATE: July 18, 2023

The Department of Solid Waste requests the agreement with Oneida Herkimer to process and sell our recyclables be extended another 5 years.

We have had a successful relationship with Oneida Herkimer for processing our counties recyclables. They do all the market research and marketing of the recyclables for best pricing and selling of the materials. We are not set up to do any of that currently, as the MRF is a tipping floor, the capital cost to it back to a source sorting facility would be cost prohibitive.

**EXTENSION
OF
INTERGOVERNMENTAL AGREEMENT BETWEEN OSWEGO COUNTY AND THE
ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY FOR THE
PROCESSING AND MARKETING OF RECYCLABLES**

THE ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY, a public benefit corporation organized under the laws of the State of New York, and having its principal place of business at 1600 Genesee Street, Utica, New York (hereinafter, the "Authority"); and

THE COUNTY OF OSWEGO, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business at 46 East Bridge Street, Oswego, New York (hereinafter, the "County"),

WHEREAS, on December 19, 2013, the Authority and the County entered into an agreement for the Processing and Marketing of the County's Recyclables (the "Agreement") wherein the Authority would provide for the processing and marketing of residential recyclables delivered by the County and originating at the County's transfer station and delivered to the Authority by the County.

WHEREAS, the term of the original Agreement expired on December 31, 2018; and

WHEREAS, the parties executed an Extension of the original agreement and the Extension will expire on December 31, 2023; and

WHEREAS, the parties have each performed pursuant to the terms and conditions of the Agreement and the parties have each mutually benefited from the terms and conditions of the Agreement; and

WHEREAS, the parties to the Agreement wish to extend the Agreement and addendum

NOW, THEREFORE, in consideration of the premises and covenants contained in the Agreement and this Extension of the Agreement and attached Revised Service Agreement, it is agreed:

1. The Agreement shall be extended for a period of five (5) years commencing on January 1, 2024 and terminating December 31, 2028.
2. Each and every other term and condition set forth in the Agreement not otherwise amended or rendered inapplicable pursuant to its terms shall be extended and shall remain in full force and effect.

County of Oswego

by: _____

James Weatherup, Chairman
Oswego County Legislature

Oneida-Herkimer Solid Waste Management Authority

by: _____

William A. Rabbia
Executive Director

STATE OF NEW YORK)

:ss.:

COUNTY OF OSWEGO)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES WEATHERUP personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in Oswego Co.
My Comm. expires _____.

STATE OF NEW YORK)

:ss.:

COUNTY OF ONEIDA)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM A. RABBIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in Oneida Co.
My Comm. expires _____.

EXHIBIT A

SERVICE AGREEMENT

ONEIDA HERKIMER SOLID WASTE MANAGEMENT AUTHORITY agrees to accept Oswego County's recyclable materials at the fixed rate outlined below, beginning January 1, 2024 and ending December 31, 2028. Recyclable materials shall consist of all paper and containers acceptable to OHSWMA and listed in the attached brochure. In exchange, both parties agree to the following conditions:

- Oswego County agrees to pay a rate of \$76.15 in 2024, \$77.68 in 2025, and \$79.23 in 2026, \$80.81 in 2027 and \$82.43 in 2028 for each ton of recyclable materials delivered to the OHSWMA for processing and marketing.
- Oswego County agrees to deliver all paper and container recyclables generated and handled through Oswego County facilities. No high grading material to other processors will be allowed.
- Oswego County agrees to direct haulers collecting residential recyclable materials to deliver all recyclable materials collected to an Oswego County facility.
- Oswego County will be charged the processing/marketing fee for actual tons of recyclable materials delivered to the OHSWMA.
- Oswego County will not guarantee a minimum annual tonnage to the OHSWMA.
- Oswego County is not responsible for marketing recyclable materials or the associated processing costs.
- All recyclable materials will be delivered to the OHSWMA Recycling Center, Leland Ave in Utica during normal business hours unless special arrangements are made.
- OHSWMA will accept only materials listed on the OHSWMA Recycling Poster.
- Plastic bags will not be accepted.
- Oswego County agrees to provide clean recyclable materials free of contamination to the best of their ability.
- OHSWMA will not accept recyclable materials tied or bundled with string or twine or bagged. All recyclable material must be loose.
- OHSWMA will charge its solid waste tipping fee (\$60.00 per ton for 2023) for contaminated recyclable material loads containing excessive solid waste which cannot be processed and marketed as recyclables.
- The recyclable processing/marketing fee will be netted against the revenue derived from OHSWMA's monthly average revenue per ton sold for recyclable commodities. This average revenue per ton will be multiplied by the recyclable materials received from Oswego County and sold during the month. The Oswego County recyclable material marketed and sold will include a reduction each month for the average residue rate experienced at the OHSWMA Recycling Center for that month.
- Reconciliation of fees/payments will be completed at the end of each month. OHSWMA shall provide an itemized statement to the COUNTY each month, reflecting recyclable material delivered by the COUNTY, residue rates, and all revenues realized from the sorted recyclable materials. Payments/charges will be due within 30 days of reconciliation.

- If the recyclable processing/marketing fee is greater than the revenue derived as calculated above for six (6) consecutive months Oswego County will have the right to terminate the agreement.
- OHSWMA will not accept hazardous waste mixed in the recyclables. The County shall be responsible for proper disposal and clean-up of any hazardous waste delivered with County recyclables to an OHSWMA facility.
- OHSWMA agrees to give the County written notice within twenty-four (24) hours of any substantial downtime at the facility. Such notice shall be released by noon of the preceding day.

In Witness whereof, the parties hereto have executed the Agreement the date and year hereinafter written.

James Weatherup, Chairman
Oswego County Legislature

William A. Rabbia, Executive Director
Oneida-Herkimer Solid Waste
Management Authority

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE-ENERGY RECOVERY FACILITY PLANT EXPENSE**

By Legislator Paul House:

WHEREAS, rapidly rising cost for parts and materials have exhausted the expense budget line for maintenance and operation, and

WHEREAS, the department will deplete the 2023 adopted budget for this budget line by August

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer \$350,000 from CL 159900 to CL8161 545400 as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Authorized Budget Modification
CL159900
CL8161-545400

Res. __ of 2023
(\$350,000)
\$350,000



Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Mod for ERF Expense Acct

DATE: July 18, 2023

The Department of Solid Waste requests a budget modification to transfer Three-Hundred Fifty Thousand (\$350,000.00) Dollars from its unappropriated funds to its ERF expense account (CL8160.5454). Due to rapid and unexpected inflation in the cost of repair parts and materials for operations the originally budgeted amount in this budget line is expected to be exhausted next month.

Solid Waste operates the ERF to reduce the volume of materials placed in the Landfill. The purpose of this budget transfer is to fund ongoing maintenance/operational expenses to permit the continuation of department operations. The amount requested to be transferred is projected to cover all of the maintenance/operational expenses through the end of the budget year.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

08/10/23

[illegible]

<u>M. Davis</u>	<u>8/1/23</u>
DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE
COUNTY ADMINISTRATOR	DATE
<u>P. Smith</u>	<u>8-1-23</u>
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE-ENERGY RECOVERY FACILITY INSURANCE RECOVERY
FOR CP NO. 1122 ERF BOILER NO. 2**

By Legislator Paul House:

WHEREAS, this body has heretofore established Capital Project No. 1122 – ERF Boiler No. 2 Repair with a maximum authorization of \$500,000; and

WHEREAS, a partial insurance recovery for the repairs to the Energy Recovery Facility Boiler #2 was received in December of 2022, and

WHEREAS, those funds were placed into the county general fund, and these funds need to be placed into the Capital Project No. 1122 accounts.

Upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES: NO: ABSENT: ABSTAIN:

Authorized Budget Modification	Res. __ of 2023
A 391100 GF Fund Balance	(\$76,500)
A9901 599014 Interfund Trans Cap Projects	\$76,500
H 450310 1122 Interfund Trans Cap Projects	(\$76,500.00)
H 529000 1122 Equip Cap Project 1122	\$76,500.00



Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Mod for ERF Capital Project Acct H 529000 1122 Boiler Insurance Money

DATE: July 18, 2023

The Department of Solid Waste requests a budget modification to transfer seventy six thousand five hundred (\$76,5000.00) dollars, per the attached budget mod request.

A partial insurance payment was made to the ERF in dec 2022. The monies were placed in the general fund. This money needs to be applied to the ERF capital project H 529000 1122 Emergency Boiler Repairs.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

08/10/23

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A	391100					General Fund	(76,500.00)
			A9901	599014		Appropriated Fund Balance - Solid Waste	76,500.00
H	529000	1122				Increase CP#1122 - ERF Boiler	76,500.00
			H	450310	1122	Interfund Tmasfer - ERF Boiler	(76,500.00)
						This budget modification is to move funds from partial	
						insurance recovery received in 2022 to ERF Boiler CP#1122	

<i>March</i>	DATE
<i>8/23</i>	DATE
COUNTY ADMINISTRATOR	DATE
<i>Paul E. Hahn</i>	DATE
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE-BRISTOL HILL LANDFILL AUCTION PROCEEDS TO
OTHER EQUIPMENT**

By Legislator Paul House:

WHEREAS, the Department of Solid waste sold used equipment through Auctions International for a total of \$65,675.00;

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the proceeds from auction in the amount of \$65,675.00 be placed in the Other Equipment Budget Line; and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

Authorized Budget Modification
CL8160.426650
CL8160.526000

Res. __ of 2023
(\$65,675.00)
\$65,675.00



Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Mod for Bristol Hill Landfill Sale of used equipment

DATE: July 18, 2023

The Department of Solid Waste requests a budget modification to transfer sixty five thousand six hundred seventy five (\$65,675.00) Dollars from its sales of Equipment Funds CL8160.426650 to its Other Equipment account (CL8160.526000).

Solid Waste sold equipment in Jan of 2023. The monies will be placed in the Other Equipment line to purchase other equipment.

08/10/23

<u>M. L. [Signature]</u>	<u>8/1/23</u>
DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	
DATE	
COUNTY ADMINISTRATOR	
<u>[Signature]</u>	<u>8-1-23</u>
CHAIRPERSON	DATE
COUNTY TREASURER	
DATE	

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE-BRISTOL HILL LANDFILL OTHER EQUIPMENT
PURCHASE OF USED COMPACTOR**

By Legislator Paul House:

WHEREAS, the department of Solid Waste uses the compactor daily to maximize space, and

WHEREAS, the current compactor is an aging, late 90's model nearing its end of useful life, and

WHEREAS, the department of Solid Waste would like to purchase a used Landfill Compactor, for a sum of \$353,100.00 dollars, using funds from Solid Waste unappropriated fund balance

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer funds from Solid Waste Appropriated Fund CL 159900 to CL8160-526000 as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

Authorized Budget Modification
CL159900
CL8160-526000

Res. __ of 2023
(\$353,100.00)
\$353,100.00



Oswego County Department of Solid Waste

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Modification-Other Equipment- Used Landfill Compactor

DATE: July 18, 2023

The Department of Solid Waste requests a budget modification to transfer Three hundred fifty-three thousand one hundred (353,100.00) Dollars from its unappropriated funds to its Other Equipment account (CL8160.5260). The purpose of the transfer will be to effectuate the purchase of a used landfill compactor to replace an existing compactor in the Department's fleet.

Solid Waste uses our current compactor daily to compact the waste on the landfill, so the landfill airspace is maximized. The current unit is a late 90s model, with a JB weld patch on the transmission housing. It will be kept running as a backup for as long as it is fiscally sensible and practically possible.

Accordingly, the Department is requesting a budget transfer to cover the purchase of a newer equipment. Failure to replace the same equipment will result in lost time accomplishing mandatory operations on the landfill.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

08/10/23

[illegible]

<i>March</i>	DATE
<i>8-1-23</i>	DATE
<i>Paul E. H...</i>	DATE
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

<i>al</i>	<i>8/1/23</i>
DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION AND AMENDING
RESOLUTION 114 OF 2023 REGARDING PAYMENT OF EMPLOYEE COVID
AND RETENTION STIPENDS**

By Legislator Laurie Mangano:

WHEREAS, the County of Oswego has received American Rescue Plan Act (ARPA) funding to help mitigate the economic and social impacts of the COVID-19 pandemic; and

WHEREAS, the County Legislature previously adopted Resolution 114 of 2023, which established stipend payments for employees and retention and recruitment incentive payments, subject to certain periods of service; and

WHEREAS, upon careful review, the service period deadlines previously established were narrowly defined and inadvertently disqualified several employees and recent retirees who never-the-less performed important services during the pandemic.

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that in recognition of service during the pandemic, all Oswego County employees (excluding seasonal and elected employees, and employees covered by the management compensation plan, and those who already received the full previous COVID stipend) who were active on payroll for at least 3 months during the State declared pandemic state of emergency, March 7, 2020 to September 12, 2022, who:

- had a temporary break in service and were active on payroll on April 13, 2023, or
- retired prior to April 13, 2023,

shall receive a one-time pandemic compensation stipend payment of \$500 for full-time service and \$250 for part-time service during the next payroll period, subject to normal withholdings, and be it further

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this Resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



**COUNTY OF OSWEGO
OFFICE OF THE COUNTY ADMINISTRATOR**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
Phone 315-349-8235 Fax 315-349-8237
Philip R. Church, County Administrator

To: Oswego County Legislature
From: Philip Church, County Administrator
Date: August 3, 2023
Re: Budget Modification – COVID Stipend

SUBJECT:

Budget Modification amending Resolution 114 of 2023 regarding payment of employee covid and retention stipends.

BACKGROUND:

Resolution 114 of 2023 established employee covid and retention stipend based on specific dates of service using American Rescue Plan funds. The service period deadlines previously established were narrowly defined and inadvertently disqualified many employees and recent retirees who never-the-less performed important services during the pandemic.

Examples include employees who worked significant periods during the pandemic in public facing jobs, but retired with a few weeks of the in-service date; employees who retired during the pandemic, but came back on a part-time basis or temporary basis to assist during that difficult time or employees who transitioned from a stipend-eligible job to an ineligible job at some point during the pandemic; etc. Approximately 118 current or former employees are impacted.

Additionally, the account line established in Resolution 114 is \$6,750 in the negative and must be corrected.

FISCAL IMPACT: Adoption of this Resolution will utilize \$65,000 of internal ARPA funds.

RECOMMENDATION:

Approve this budget modification amending Resolution 114 to provide fairness and equity in the COVID stipend for impacted former and current employees.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

08/10/23

[illegible]

DEPARTMENT HEAD

DATE _____

***DIRECTOR OF HUMAN RESOURCES**

DATE _____

COUNTY ADMINISTRATOR

DATE _____

CHAIRPERSON

DATE _____

COUNTY TREASURER

DATE _____

***If Personnel Services are impacted**

RESOLUTION NO.

August 10, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION TO INCREASE
CAPITAL PROJECT NO. 0822 CONTRACT MANAGEMENT SYSTEM**

By Legislator Laurie Mangano:

WHEREAS, this body has heretofore established Capital Project No. 0822 – Contract Management System with a maximum authorization of \$80,000; and

WHEREAS, the Purchasing Director has identified the need to increase the capital project for support and administration of the Contract Management System, with an additional authorization of \$14,550; and

NOW, upon the approval of the Finance and Personnel Committee; be it

RESOLVED that the Treasurer is hereby authorized to transfer \$14,550 from the Unappropriated Fund Balance to the designated Capital Project 0822 and that the project is hereby authorized for the maximum expenditure as indicated

Capital Project

Total Authorization

CP No.822

\$94,550.00

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126

Phone (315) 326-6050 Fax (315) 349-8237

Email: Holly.Carpenter@oswegocounty.com

Holly F. Carpenter
Purchasing Director

Cheyenne Kurtz
Assistant Buyer

Jennifer Kline
Buyer

TO: Phil Church
FROM: Holly F. Carpenter
DATE: July 18, 2023
RE: Budget Modification

SUBJECT: Budget Modification to move funds from the Unappropriated Fund Balance to Capital Project No. 0822.

PURPOSE: To increase funds for Capital Project No. 0822 for support and administration of our Contract Management System.

SUMMARY: To contract for annual support and administration of our contract management system. The original contract included support through the implementation process. Once the implementation process was completed, we would be charged on a time and material basis. Budgeting for ongoing support and administration expenses will assist us in controlling our contract management system's support and administration costs.

COUNTY OF OSWEGO

Holly F. Carpenter 7/18/23
Department Head

Date _____

DATE _____

Date _____

DATE _____

DATE _____

RESOLUTION NO.

August 10, 2023

**RESOLUTION OF THE LEGISLATURE OF THE COUNTY OF OSWEGO
INCREASING TAXES ON SALES AND USES OF TANGIBLE PERSONAL
PROPERTY AND OF CERTAIN SERVICES, ON OCCUPANCY OF
HOTEL ROOMS AND ON AMUSEMENT CHARGES PURSUANT TO
ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK.**

By: Legislator Laurie Mangano:

WHEREAS, the County of Oswego has heretofore imposed sales and compensating use taxes; and

WHEREAS, the continuation of the sales and compensating use taxes will be of benefit to individuals and businesses alike by alleviating the county's reliance on property taxes,

NOW, THEREFORE, upon the recommendation of the Finance and Personnel Committee,
BE IT ENACTED, by the Legislature of the County of Oswego, as follows:

SECTION 1. Section 4-A of Resolution No. 48 of 1996, enacted by the Legislature of the County of Oswego on April 11, 1996, imposing sales and compensating use taxes, as amended, is amended to read as follows:

SECTION 4-A. Imposition of additional rate of sales and compensating use taxes.

Pursuant to the authority of section 1210 of the Tax Law, in addition to the sales and compensating use taxes imposed by sections 2 and 4 of this resolution, there is hereby imposed and there shall be paid an additional one (1) percent rate of such sales and compensating use taxes, for the period beginning September 1, 2004, and ending November 30, 2025. Such additional taxes shall be identical to the taxes imposed by such sections 2 and 4 and shall be administered and collected in the same manner as such taxes. All of the provisions of this resolution relating to the administration and collection of the taxes imposed by such sections 2 and 4 shall apply to the additional taxes imposed by this section, including the applicable transitional provisions, limitations special provision exemptions, exclusions, refunds and credits as are set forth in this resolution, with the same force and effect as if those provisions been incorporated in full into this section and had expressly referred to the additional taxes imposed by this section.

SECTION 2. Paragraph (b) subdivision (1) of section 11 of Resolution No. 48 of 1996, enacted by the legislature of the County of Oswego on April 11, 1996, as amended, imposing sales and compensating use taxes, is amended to read as follows:

(b) With respect to the additional tax of one (1) percent imposed for the period beginning September 1, 2004, and ending November 30, 2025 in respect to the use of property used by the purchaser in this county prior to September 1, 2004.

SECTION 3. This enactment shall take effect December 1, 2023.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN: