

# Government, Courts & Consumer Affairs Committee



## AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

**Date/ Time:** Monday, August 29, 2022 at 9 a.m.

**Location:** Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York

### COMMITTEE MEMBERS:

David Holst, Chair	Legislator, 4 <sup>th</sup> District
Edward Gilson, Vice Chair	Legislator, 3 <sup>rd</sup> District
Noelle Salmonsén	Legislator, 21 <sup>st</sup> District
Michael Solowy	Legislator, 23 <sup>rd</sup> District
James Scanlon	Legislator, 16 <sup>th</sup> District
Robert Wilmott	Legislator, 18 <sup>th</sup> District
Michael Yerdon	Legislator, 1 <sup>st</sup> District

### CALL TO ORDER:

- Pledge of Allegiance

### APPROVAL OF MINUTES:

- Approval of Minutes for the Government, Courts and Consumer Affairs Committee's regular meeting on August 1, 2022

### RESOLUTIONS:

- GC-1 Resolution Authorizing an Amendment to Resolution #130 of 2022
- GC-2 Resolution Dedicating the Motor Vehicle/Record Center Building to Hon. George J. Williams
- GC-3 Resolution Authorizing Authority to Create a Deputy County Clerk of Motor Vehicles by the Elected Oswego County Clerk
- GC-4 Resolution Establishing Capital Project No. 0822 to Develop and Implement Contract Management System
- GC-5 Resolution Authorizing the Chair of the Legislature to Enter into Agreements with Discover eGov and AJ3 Solutions to Develop and Implement an Electronic Contract Management System
- GC-6 Resolution Approving and Confirming the Sale and Transfer of Certain Foreclosed Tax Property Pursuant to RPTL § 1166
- GC-7 Resolution Allocating Funds Made Available to the County of Oswego Through the American Rescue Plan Act to Certain Sub-Recipients and Beneficiaries  
*\*Pending Health Committee approval*

**COMMITTEE REVIEW AND DECISIONS:**

- Adjust salary of Deputy Clerk of Operations

**REPORTING DEPARTMENTS:**

- Departmental Reports

**ADJOURNMENT:**

# Government, Courts & Consumer Affairs Committee DRAFT



## MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

**Date/ Time:** Monday, August 1, 2022 at 9:00am

**Location:** Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

### COMMITTEE MEMBERS:

David Holst, Chair	Legislator, 4 <sup>th</sup> District	Excused
Edward Gilson, Vice Chair	Legislator, 3 <sup>rd</sup> District	Present
Noelle Salmonsens	Legislator, 21 <sup>st</sup> District	Present
Michael Solowy	Legislator, 23 <sup>rd</sup> District	Present
James Scanlon	Legislator, 16 <sup>th</sup> District	Present
Robert Wilmott	Legislator, 18 <sup>th</sup> District	Excused
Michael Yerdon	Legislator, 1 <sup>st</sup> District	Present

### STAFF AND GUESTS:

Frank Castiglia	David Turner	Terry Wilbur	Nancy Belcher
Cory Metz	James Weatherup	Peggy Bickford	Laura Brazak

### CALL TO ORDER:

The Regular meeting of the Government, Courts, and Consumer Affairs Committee was called to order at 9:00am by Vice Chair Edward Gilson with interim Deputy Clerk of the Legislature present. The meeting commenced with the Pledge of Allegiance.

### APPROVAL OF MINUTES:

**Motion to approve the meeting minutes:** Legislator Solowy

**Second:** Legislator Scanlon

**Vote:** Unanimous, motion carried

The minutes for the Government, Courts & Consumer Affairs Committee's Regular Meeting on July 5, 2022

### RESOLUTIONS:

**GC-1** Resolution Acknowledging the Desire by the Oswego County Legislature to Inspire and Support Safer, Healthier and More Prosperous Communities

**Motion to approve:** Legislator Salmonsens

**Second:** Legislator Solowy

**Vote:** Unanimous, motion carried

**GC-2** Resolution Authorizing Budget Modification Board of Elections

**Motion to approve:** Legislator Scanlon  
**Second:** Legislator M. Yerdon  
**Vote:** Unanimous, motion carried

**GC-3** Resolution Increasing Petty Cash Funds in the Motor Vehicles Offices  
**Motion to approve:** Legislator M. Yerdon  
**Second:** Legislator Solowy  
**Vote:** Unanimous, motion carried

**GC-4** Resolution Allocating Funds Made Available to the County of Oswego Through the American Rescue Plan Act to Certain Sub-Recipients and Beneficiaries  
**Motion to approve:** Legislator Scanlon  
**Second:** Legislator Solowy  
**Vote:** Unanimous, motion carried

#### **COMMITTEE REVIEW & DECISIONS:**

Clerk's Office  
County Clerk, Terry Wilbur provided verbal update

Real Property  
Director, Corey Metz provided a handout and gave a verbal report

#### **ADJOURNMENT:**

**Motion to adjourn at 10:00 am:** Legislator Scanlon  
**Second:** Legislator Solowy  
**Vote:** Unanimous, motion carried

**DRAFT**

Matthew Reitz  
Interim Deputy Clerk of the Legislature

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #130 of 2022**

By Legislator David Holst:

WHEREAS, at the June 9<sup>th</sup> meeting of this body, 17 projects were authorized to receive funds through the County's American Rescue Plan allocation, and

WHEREAS, the proposed projects were identified by project and or applicant name, and

WHEREAS, it is both desirable and necessary to instead identify the recipients of these funds by their legal name as it appears on their respective W-9 forms, then therefore be it and it is hereby

RESOLVED, that Resolution #130 of 2022 is amended to include the attached Schedule B which includes the legal entities authorized by that action.

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**



*David R. Turner*  
*Director*

**OSWEGO COUNTY**  
**OFFICE OF STRATEGIC INITIATIVES**

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8260  
OSI@oswegocounty.com

*Kyle Boeckmann*  
*Strategic Programs Specialist*

*Kasey Chewning-Kulick*  
*Administrative Assistant*

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Amend Resolution #130 of 2022.

**PURPOSE:** Correctly identify the authorized payees.

**SUMMARY:** Resolution #130 of 2022 awarded funds made available to the County through the American Rescue Plan Act (ARPA) to 17 beneficiaries and sub-recipients. The original resolution identified the applicants by the name they included on their application which, in most cases, was not their official name as it appears on their W-9. This resolution amends Resolution #130 by adding a Schedule B to correct that information.

**FISCAL IMPACT:** None

**RECOMMENDED**

**ACTION:** The Committee on Government, Courts & Consumer Affairs authorize this action.

**Schedule B - Proposed Local Disbursements of ARPA Funds**

<b><u>Project Name/Applicant</u></b>	<b><u>Project Description</u></b>	<b><u>Jurisdictional Committee</u></b>	<b><u>Request</u></b>	<b><u>Recommendation</u></b>
Arise Child & Family Services, Inc.	Seeking matching funds to build wheelchair ramps allowing individuals to stay in their homes longer	Human Services	\$ 50,000	\$ 49,999
The Salvation Army	Seeking funds to expand a highly successful program to help families become more self sufficient	Human Services	\$ 510,634	\$ 300,000
Friends of Oswego County Hospice, Inc.	Seeking assistance to help offset lost fundraising opportunities during the Pandemic	Health	\$ 20,000	\$ 20,000
Riverview Pediatrics, PC	Seeking funds to help offset the cost of expanding their service capacity	Health	\$ 60,000	\$ 60,000
Geo Hotel Co., Inc.	Seeking funds to help offset increased costs caused by the pandemic	EDP	\$ 1,710,000	\$ 500,000
Sandy Pond Channel Maintenance Association	Seeking funds to help cover the annual cost of keeping the channel open	EDP	\$ 500,000	\$ 300,000
Calamity Café Inc. DBA 4 Minnows Café	Seeking funds to help offset increased costs caused by the pandemic	EDP	\$ 25,000	\$ 25,000
Route 3 Recreation , Inc. DBA Fairways & Dreams	Seeking funds to help offset increased costs caused by the pandemic. Converting an existing business into one that has a broader appeal within the Travel, Tourism & Hospitality sector	EDP	\$ 335,441	\$ 200,000
Champions Event Services, LLC	Seeking funds to help offset the increased cost of expanding the capacity at the facility and drive new visitors to business in the Travel, Tourism and Hospitality sector	EDP	\$ 325,977	\$ 325,977
Mexico Historical Society	Seeking funds to help offset increased costs caused by the pandemic. Converting an existing historic structure into an addition to their adjacent museum. Supports the Travel, Tourism & Hospitality sector	EDP	\$ 40,000	\$ 40,000
Centerstate Corporation for Economic Opportunity Foundation, Inc.	Seeking funds to support lost fundraising opportunities and the increased cost for their neighborhood revitalization program	EDP	\$ 49,999	\$ 49,999
The Research Foundation for the State University of New York	Seeking funds to support lost fundraising opportunities and the increased cost for their neighborhood revitalization program	EDP	\$ 49,999	\$ 49,999
Tegan Freburg, DBA Authentic Beauty	Seeking funds to help offset the business losses during the pandemic shutdown	EDP	\$ 3,500	\$ 3,500
Upstate Freshwater Institute	Seeking funds to cover an analysis of the nutrient and sediment loading in the Pond's tributaries	EDP	\$ 19,218	\$ 19,218
Town of Richland	Seeking funds to help offset the increased costs associated with a group of projects to improve their drinking water system	Infrastructure	\$ 260,000	\$ 260,000
Town of Hastings	Seeking funds to help offset the increased costs associated with a group of projects to improve their drinking water system	infrastructure	\$ 250,000	\$ 250,000
Northern Oswego County Ambulance, Inc	Seeking funds to help offset the increased costs of equipping two new emergency vehicles	Public Safety	\$ 139,000	\$ 139,000
Totals			\$ 4,348,768	\$ 2,592,692
Total Requests minus Total Proposed Disbursements	\$	1,756,076		

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION DEDICATING THE MOTOR VEHICLE/RECORD CENTER  
BUILDING TO HON. GEORGE J. WILLIAMS**

By Legislator David Holst:

WHEREAS, George J. Williams was elected Oswego County Clerk in 1981 and held that office continually till his death in 2012; and

WHEREAS, prior to being elected County Clerk, he was legislator for the Town of Constantia for six years; and

WHEREAS, he was past-President of the New York State Association of County Clerks (NYSACC), County Clerk of the Year in 1989, and was honored with the NYSACC Lifetime Achievement Award in 1997; and

WHEREAS, George J. Williams was a dedicated public servant who focused special attention during his tenure as County Clerk on the improvement and development of the county's Department of Motor Vehicle Offices and records center and the modernization of the Clerk's Office; and

WHEREAS, a lasting tribute of his public service is both fitting and proper,

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

RESOLVED, that the Oswego DMV and Records Center be and is hereby dedicated to the Hon. George J. Williams and that an appropriate plaque memorializing same be placed within the building at the entrance.

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**



**RESOLUTION NO.**

September 15, 2022

**RESOLUTION AUTHORIZING AUTHORITY TO CREATE A DEPUTY COUNTY CLERK OF MOTOR VEHICLES BY THE ELECTED OSWEGO COUNTY CLERK**

By Legislator David Holst:

WHEREAS, the Oswego County Clerk, Terry M Wilbur, has been elected for a four-year term, commencing January 1, 2022, and ending December 31, 2026, and

WHEREAS the Oswego County Clerk is authorized to appoint one or more individuals to a Deputy title to assist with business operations and to act for and in place of the County Clerk as needed, now be it

RESOLVED, that the position of Deputy County Clerk of Motor Vehicles, be and is hereby created, given the duty and authority to act for and in place of the County Clerk as needed, and be it further

RESOLVED, that the duties of said positions shall be in accordance with the provisions of County Law and related duties as authorized by the County Legislature.

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**



**OSWEGO COUNTY CLERK'S OFFICE**  
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126  
Phone 315-349-8621 315-349-8383 (Fax)

**CATHY M. SHARKEY**  
SUPERVISOR – MOTOR VEHICLES  
**DMV OFFICES**  
OSWEGO/FULTON/PULASKI

**TERRY M. WILBUR**  
OSWEGO COUNTY CLERK  
CLERK OF SUPREME  
AND COUNTY COURTS

**MATHEW F. BACON**  
DEPUTY CLERK

**NANCY L. BELCHER**  
DEPUTY CLERK OF OPERATIONS

Date: August 16, 2022

To: Members of the Finance and Personnel Committee

From: TERRY M WILBUR, County Clerk

### **Informational Memorandum**

**Subject:** Establish salary for newly created Deputy County Clerk of Motor Vehicles.

**Purpose:** To establish the starting salary for the position of Deputy County Clerk of Motor Vehicles who has over 19 years of experience in Motor Vehicles along with managerial experience.

**Summary:** The County Clerk is looking to appoint an individual who has experience both in Motor Vehicles as well as managerial experience to fulfill the position of Deputy County Clerk of Motor Vehicles. The position of Deputy County Clerk of Motor Vehicles is one that is part of the line of succession for the County Clerk.

Given the candidates qualifications I am requesting a starting salary of \$46,202 for this candidate.

**Fiscal Impact:** Savings of \$6,438 as this position will replace the Motor Vehicle Supervisor position.

**Recommended:** It is respectfully recommended that the Finance and Personnel Committee approve \$46,202(Grade 30 @ Step 4) as the salary for the Deputy County Clerk of Motor Vehicles.

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION ESTABLISHING CAPITAL PROJECT #0822 TO DEVELOP AND  
IMPLEMENT CONTRACT MANAGEMENT SYSTEM**

By Legislator David Holst:

WHEREAS, the Oswego County Purchasing Department has entered into Agreements with Discover eGOV and AJ3 Solutions to develop and implement an electronic contract management system; and

WHEREAS, the Purchasing Department, Central Services, Administrator's Office and County Attorney's Office participated in a demonstration of the software and determined that this software will promote a more efficient contract management process, funds in the amounts of Twenty-Six Thousand One Hundred Sixty Dollars (\$26,160) for AJ3 Solutions and Forty-Four Thousand Nine Hundred Fifty Dollars (\$44,950.00) for Discover eGov for a total of Seventy-One Thousand One Hundred Ten Dollars (\$71,110.00) will be required to develop and implement said software; now,

Upon recommendation of the Government, Courts & Consumer Affairs Committee of this Legislature, 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:**

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO ENTER  
INTO AGREEMENTS WITH DISCOVER eGOV AND AJ3 SOLUTIONS TO  
DEVELOP AND IMPLEMENT AN ELECTRONIC CONTRACT MANAGEMENT  
SYSTEM**

By Legislator David Holst:

WHEREAS, the county's contract system is paper-based and segmented by individual departments; and

WHEREAS, while all contracts are logged, some contracts span multiple years or, in some circumstances, the county has more than one contract with a vendor, which makes locating agreements, tracking certificates of insurance and tracking expiration dates cumbersome; and

WHEREAS, Ontario County, which also uses MUNIS, has worked with Discover eGov in conjunction with AJ3 to develop a MUNIS compatible electronic contract management system which features electronic vendor signatures, electronic vendor notifications, tracking of HIPAA agreements for audits and electronic contract routing among other options; and

WHEREAS, this new product is uniquely tailored to each county's specific needs and has been implemented in a few other counties; and

WHEREAS, representatives from Central Services, Purchasing, Administrator's Office and County Attorney's Office participated in a demonstration of the software and it is believed that, when implemented, this solution will promote a more efficient contract management process,

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 the annexed agreements with Discover eGov and AJ3 Solutions to work in tandem for an electronic contract management system for the County of Oswego and, given the fact that it is uniquely tailored to counties and Ontario County is using same, the requirements for an RFP for this product be and are hereby waived.

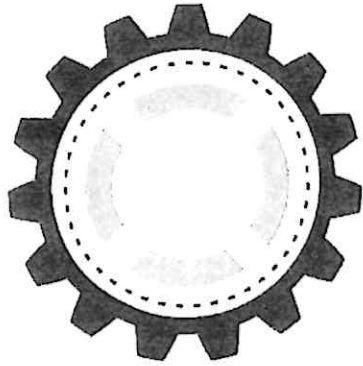
**RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE**

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**



# AJ3 Solutions

Electronic contract specialists for  
your evolving workplace

## STATEMENT OF WORK

### Oswego County

Facilitating the County's Transition to an  
Electronic Contract Lifecycle Solution

Oswego County  
46 E. Bridge St.  
Oswego, NY 13126

# STATEMENT OF WORK

## Oswego County

### INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this "Agreement" or "SOW") is made the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ ("Effective Date") by and between Oswego County ("Customer") and AJ3 Solutions, LLC ("AJ3 Solutions"). AJ3 Solutions and Customer may be referred to herein individually as a "Party" and together as the "Parties."

### EXECUTIVE SUMMARY OF THE SERVICES

Customer desires AJ3 Solutions services to Facilitating the County's Transition to an Electronic Contract Lifecycle Solution

### DEFINITIONS

Products: Third-party software products are sold separately and are not deliverables of AJ3 Solutions.

### SERVICES

### IMPLEMENTATION

- Customer-wide implementation of e-contract software (up to 40 hours per Phase / 160 hours for Project).
  - Phase 1: Define existing contracts and insurance processes.
    - Identify current contracts/insurance forms, process, procedures, and key staff.
    - Review forms, processes, and procedures with Customer's key staff.
    - Develop transition plan for forms, processes, and procedures to e-contract software.
  - Phase 2: Transition forms, processes, and procedures to e-contract software.
    - Obtain and upload into e-contract software Customer's users and contact information.
    - Obtain and upload into e-contract software Customer's vendor information.
    - Uploading up to 10 contract forms and inserting proper coding into the e-contract software.
    - Uploading into software contract workflows defined in Phase 1.
    - Consult with e-contract software developer when necessary.
  - Phase 3: Test Run of contracts through e-contract software.
    - Provide in-person or zoom training to a select group of staff.
    - Provide contract and insurance support and administration to the select staff.
    - Consult with e-contract software developer when necessary.
  - Phase 4: Go Live!
    - Provide an in-person or zoom training to all desiring County staff.
    - Provide contract and insurance support and administration County-wide
    - Consult with e-contract software developer when necessary.

### PLACE OF PERFORMANCE

All work hereunder, except in-person training, will be performed remotely. On-site visits may be requested by the Customer or as otherwise needed.

# STATEMENT OF WORK

## Oswego County

### CUSTOMER RESPONSIBILITIES

#### GENERAL RESPONSIBILITIES

During the course of this project, AJ3 Solutions will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, estimated schedule, or both may be affected. Customer agrees to provide the following:

- If necessary, a suitable on-site work area and any required software or documentation.
- If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software and any accompanying access, support, documentation or instructions.
- Access to the Customer Site during the work hours required for this project.
- Provide a point of contact, who is familiar and responsible for County contract processes and procedures to work with AJ3 Solutions throughout the project.
- Provide requested information to AJ3 Solutions resource within two (5) business days of the initial request.

#### SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- Unless otherwise agreed by the Parties, Customer shall respond within two (5) business days of AJ3 Solutions' request for documentation or information needed for the project.
- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-AJ3 Solutions entities assigned to, or working on this project.
- AJ3 Solutions will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, AJ3 Solutions will not be responsible for any delays or failures to perform related to use of such software.
- AJ3 Solutions shall not be responsible for maintenance of Products.
- AJ3 Solutions shall not be responsible for any customization of, or labor to install software.
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond AJ3 Solutions' control.
- Services exclude any hardware upgrade required to run new or updated software.

### ASSUMPTIONS

#### GENERAL ASSUMPTIONS

The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then AJ3 Solutions may modify the price, scope of work or Milestones pursuant to the Change Management Procedure set forth herein. AJ3 Solutions assumes:

- Where applicable, Customer shall be ready prior to the date scheduled for AJ3 Solutions to perform the Services. Costs associated with Customer's inability to (1) make the Customer ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at AJ3 Solutions' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

# STATEMENT OF WORK

## Oswego County

- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of Products, which are purchased separately.
- In the event AJ3 Solutions is required to provide third party materials under this SOW (i.e., software), Customer shall be responsible for any costs, maintenance and/or warranty obligations therein.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of AJ3 Solutions, for more than twenty (20) contiguous Business Days, AJ3 Solutions reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- AJ3 Solutions does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
- Customer is responsible for ensuring compliance with all applicable laws, rules and regulations including procurement and use of third-party software.
- AJ3 Solutions Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions may require a Change Request ("CR") or separate SOW.

### PROJECT SPECIFIC ASSUMPTIONS

- Calls and meetings will be scheduled at a mutually agreeable time between the Customer's and AJ3 Solutions' staff.

## TERMINATION

### TERMINATION

AJ3 Solutions may terminate the SOW for any reason on thirty (30) days prior written notice to Customer whether with or without cause. Upon any such termination, AJ3 Solutions will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Customer shall reimburse AJ3 Solutions for any non-refundable expenses incurred in preparation for such cancelled Services.

## PRICING AND PAYMENT TERMS

2022 OSWEGO COUNTY BUDGET - \$218,000,000

### FEE FOR SERVICES SHALL BE AS FOLLOWS:

	DESCRIPTION	AMOUNT
Implementation	Transition County to Electronic Contracts Lifecycle Management Solution	\$26,160 0.012% OF COUNTY BUDGET

Payment is earned and due upon receipt of an invoice. For implementation services, invoicing will be as follows: 10% of the implementation cost at full execution of this Agreement, 30% of the implementation cost at completion of Phase 1, 25% of the implementation cost at completion of Phase 2, 25% of implementation cost at completion of Phase 3 and 15% of implementation cost at completion of Phase 4.



# STATEMENT OF WORK

## Oswego County

The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer. Fees for additional services related to but not defined in this SOW will be on a time and materials basis at a rate set forth in a written amendment or Change Request.

## CHANGE MANAGEMENT PROCEDURES

Any change to the scope of Services or the obligations of the Parties under this SOW shall be set forth in a mutually agreed upon amendment to this Agreement ("Amendment").

## WARRANTY

AJ3 SOLUTIONS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EXPRESS OR IMPLIED.

## LIMITATION OF LIABILITY

IN NO EVENT WILL AJ3 SOLUTIONS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF AJ3 SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. AJ3 SOLUTIONS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE, OPERATION OR PERFORMANCE OF PRODUCTS MANUFACTURED OR LICENSED BY THIRD PARTIES. AJ3 SOLUTIONS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT COVERED BY AJ3 SOLUTIONS, LLC'S INSURANCE PROVIDED PURSUANT TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT AJ3 SOLUTIONS' PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SOW.

## MISCELLANEOUS TERMS AND CONDITIONS

**Late Payment Charge and Default:** Customer agrees to pay a late payment charge computed at the rate of two percent (2%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by AJ3 Solutions to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event AJ3 Solutions must resort to collection, Customer shall be responsible for all collection costs, including legal fees. AJ3 Solutions reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. AJ3 Solutions further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.

**Assignment:** Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, AJ3 Solutions may assign payment for financing purposes without notifying Customer, but Services will not be affected.

**Non-Disclosure:** "Confidential Information" is information or material disclosed by a party ("Discloser") to the

# STATEMENT OF WORK

## Oswego County

other (Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by AJ3 Solutions or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after expiration or termination of this Agreement. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; or (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit AJ3 Solutions from disclosing information required by its suppliers or subcontractors in connection with this Agreement. Customer acknowledges that AJ3 Solutions or its employees and subcontractors may provide similar Services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. A Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure.

**Non-Solicitation:** Customer acknowledges that AJ3 Solutions has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if AJ3 Solutions provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of AJ3 Solutions (or anyone who has been employed by AJ3 Solutions within the month prior to the date of solicitation). Should such a hiring of an AJ3 Solutions employee take place, AJ3 Solutions shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 100% of the employee's total annual compensation.

**Non-Conflict:** Customer acknowledges and accepts that AJ3 Solutions is in the business of providing consulting services and provides the same or similar services provided hereunder to other entities including the e-contract software developer. Customer permits AJ3 Solutions to advertise that Customer is a customer of AJ3 Solutions.

**Not-Legal Services:** Customer understands and agrees that it is not a legal client of AJ3 Solutions, is not receiving legal services from AJ3 Solutions and no attorney-client relationship exists between it, AJ3 Solutions or any of AJ3 Solutions' members.

**Choice of Law, Attorney Fees and Jury Trial Waiver:** The laws of the State of New York will govern the construction and operation of this SOW without regard to the conflicts of laws and provisions thereof. In the event it is necessary for AJ3 Solutions to bring legal action due to Customer's non-payment, AJ3 Solutions shall be entitled to recover all costs of such action, including reasonable attorneys' fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

**Severability:** The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

**Subcontracting:** The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. AJ3 Solutions retains the right to subcontract any Service described herein to subcontractor(s) of AJ3 Solutions' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of AJ3 Solutions.

**Data Rights and Consents:** Customer represents and warrants that it has all right, title and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions and releases necessary for AJ3 Solutions to perform its obligations under this SOW.

**Integration; Order of Precedence:** This SOW constitutes the entire agreement of the Parties hereto with respect

# STATEMENT OF WORK

## Oswego County

to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

## SOW ACCEPTANCE

Customer agrees to procure the implementation services indicated above in accordance with this SOW.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be executed.

## **Discover eGOV**

### **STATEMENT OF WORK FOR**

#### **Oswego County – Contract Management System**

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##### **1. PURPOSE:**

Oswego County ("The County"), a municipality located at 46 E. Bridge Street, Oswego, New York 13126 in the State of New York, is initiating a project for Computer Consulting, Systems Integration, Training, On-Going Services, Maintenance and Support. The County is seeking a contractor: Catalog & Commerce Solutions, LLC ("Contractor"), d/b/a/as Discover eGOV, a corporation organized and under the laws of the State of New York having a principal place of business at 263 East Street, Pittsford, New York 14534, to provide services.

##### **2. PROJECT DEFINITION**

Discover eGOV submits the following proposal for the development of a web-based Contract Management System to track the status and communicate changes, revisions and updates on contracts managed by Oswego County. The system will be designed to the specifications and needs of Oswego County resulting in a custom solution to meet the specific requirements of the business. Unlike an 'off the shelf' solution, Discover eGOV specializes in building custom solutions to meet the specific requirements of the customer and delivering applications that are rich in functionality and flexible to meet the changing business.

##### **3. SUBMISSION REQUIREMENTS:**

###### **3.1 PROJECT SUMMARY:**

The project will follow a phased development:

###### **Phase 1: Defining the Project**

Discover eGOV has a robust, fully-functioning Contract Management System that will be customized to the specifications Oswego County requires. The strength of the system resides in the online collaboration and monitoring of agreements within a web-based application. As a result of a system demonstration and subsequent desired state profile the system will be customized to meet these requirements.

The process has included:

- (1) A complete system demonstration of the Contract Management System.
- (2) Gather information from Oswego County on what they would like from the system and specific needs.
- (3) Developing a 'Desired State' for what the system needs to track and how it could function to meet the needs of Oswego County.
- (4) Interviews to understand the business process and needs. Review business schema presented by Oswego County personnel and discuss application.

As a result of the due diligence and understanding of the current, challenges and definition for the desired state:

- Business Process: Contracts and Agreements are defined into specific contract types with the system allowing addition and edit of category types.
- Robust: The system is scalable to include the addition of (1) Companies/Vendors, (2) Types of Agreements, (3) Boilerplate Templates, (4) Performance Measures, (5) Ad-hoc Reporting, (6) History/Archive application and Search Tools.
- Interactive: The system may interact with Parallel Systems within the County as identified in due diligence.

The system parameters are defined in the scope document delivered by Oswego County. Discover eGOV has an understanding of the Contract Management System and desired state.

## **Phase 2: Defining the Structure**

Discover eGOV will map the architecture of the backend to assure that the datafields are properly defined to meet the system requirements of the County.

The system is robust enough to handle a variety of contract parameters, the ability to be accessed from the field and ability to facilitate the use of many simultaneous users.

With system mapping sign-off, the system will be programmed so that users can see the screens and flow. This input is critical thru the development phase of the project and will assist the system architects to best meet the requirements.

Key features of our proposed system include the following:

### **Vendor Registration**

- Program Delegate Requests Contract - The process is initiated by the program staff working with purchasing.

- Purchasing Communicates with Vendors - RFP or RFQ and sends: letter of intent, request for narrative and budget from perspective vendor.
- Accounting System Vendor Record - Designate either sets-up a new vendor record or updates any outdated information.

### **Contract Builder Module**

- Contract Builder - Purchasing and Program Designate build services contracts working within a step-driven process using contract boiler plates, related attachments and establishing measurement standards.
- Program Narratives are added in select/pre-defined locations.

### **Performance Measurements**

- The contract builder tool allows for entry of select Vendor Report/Contract Measurements specific to contract type as program models and goals vary greatly with a wide array of desired outcomes. Fields include: Contract Term, Input/Funding Level and Total Budget.
- The Family of Measurements is projected and timeline defined with breakdown of expenditures and utilization by specific milestone dates. These entries drive the monitoring process.

### **Contract Approval Process**

- The Proposed Contract is reviewed in a pre-defined process that allows for the review, commenting, changing and redline of contract components (if necessary). The process allows for the review and passing of the core contract from Program Delegate to the Finance and Law Departments, back through Purchasing and for final approval. The process steps match the physical approval process currently used.

### **Final Contract Produced**

- The contract is produced and transmitted. This could potentially be in an electronic format, if acceptable. Verification is completed with the Vendor Database and Information for Processing a Contract with validation for Certificate of Insurance.
- Within the Vendor Database there is a triggered tool that will process reminders for the expiration of Certificates of Insurance. These triggers could be automated to send reminders for renewal at sixty (60) and thirty (30) days as well as expiration.
- Contracts that are incomplete or Vendors without a valid Certificate of Insurance on file will be placed into the "problem file" until missing details are supplied and contract can be executed.

### **Contract Application – Management Tool**

The Contract Tool functions to manage approved and current contracts and allows for the interaction of open contracts from vendors as well as the review of performance from the agency-side or purchasing department. Each email communication and process step is tracked and time-stamped for review.

- Vendor Contracts - The Vendor logs in, which allows for the viewing and management of current (open) and completed contracts.
- Open Contracts - The Vendor selects a specific contract from list.



- Report status and performance as well as specific utilization of funds and justify expenditures.
- Management Dashboard - Agency personnel can view the status of all open contracts with customizable views and reporting, examples of versions:
  - View all Open Contracts - Reporting on performance of all open/current contracts in the system.
  - View Select Vendors Based on Criteria - Reporting on performance of vendors in a category, class, group or by individual vendor.
  - View on-screen or via printed reports - Select single vendor vs. single vendor, single vendor vs. group of vendors, all vendors in class, etc.
- Reminder Processing – Agency/Purchasing can process reminders based on select criteria: either pre-defined or ad-lib. Send (email) letter of intent for new contract to all vendors in a class, process all interval reports (30, 60, 90 days, etc.) reporting.
  - Select reporting – Agency/Purchasing can manually send messages.
  - Time-driven – Select reports (reminder) automatically sent on date interval.
- Emails - Each email request is tracked through the process and updates are posted to specific contract records and vendors records for easy viewing. Responses are tracked and monitored, reporting response is tracked to the dashboard so that Agency/Purchasing can track delinquent answers.
- Final Contracts - The Vendor can submit a contract to “Final Status” where the contract is available for review and verification. These contracts are left in a “Pending” state until the Agency/Purchasing lead verifies the completed status.
- Purchasing Validation - Purchasing personnel approves the status of the pending contract and gives final approval to its completed state. “Approved” contracts are finalized and final payment is processed. Rejected contracts are returned to “Open Status” and the vendor is notified via email of the Contract Status and shortcomings for final approval.
- Approved Contracts - Final and approved contracts are submitted for payment processing either thru the system as defined.

### **Phase 3: Visual Design and Testing**

The system will be tested with user input into the results and view of fields. Test reports will be developed and reviewed. Adjustments will be made based on this feedback.

The backend of the system will be reviewed as well as the definition of the data structure.

The system development will include our staff working side-by-side with Oswego County staff to assure a smooth launch.

### **Phase 4: Production and Quality Assurance**

The technical architecture will be deployed, tested and fine-tuned in this phase with extensive monitoring to identify security and performance flaws prior to launch. While the portal will be externally hosted, the integrity of the data and inputs is the responsibility of Oswego County.

The Discover eGOV staff will be available and on call to service the application and assure that everything functions as designed. Our service commitment is to be available to help with any system issues immediately and be available to Oswego County staff at all times.

### **Phase 5: Launch and Beyond**

Discover eGOV will be available at launch and beyond to assure that the system functions to the satisfaction of Oswego County. It is our approach that the client is serviced thru an ongoing service arrangement and that our staff is available. We are utilizing a hosted-database solution that will result in our team being responsible for the upkeep and performance of the system. With a web-based environment the system is available in the office and on the road.

## **3.2 TECHNICAL APPROACH**

A robust and functioning Contract Management System will help in the management and controls needed to manage the variety of agreements of Oswego County. The system is being developed for scalability and growth to allow for the addition of: (1) Future Tracked Agreements (Types), (2) Addition of Companies, (3) Additional of System Letters/Responses. (4) Measure Metrics.

### **Functionality:**

Types of Agreements: Contract Categories are identified and the system will accommodate the addition of new agreement types.

Company Categories: The system will be built to handle the contract development into 3 company categories and the ability to add companies.

Process Steps: The process steps of the system will include: (1) Proposal Tracking, (2) Template Builder, (3) Track Respondents, (4) Scan and Tag Response Image Scans to a specific entry, (5) Track and Archive Correspondence against a specific agreement, (6) Track Award Information.

Contract Specific Categories: Track Contract Specific Metrics within each Contract: (1) Start and End Dates, (2) Renewal Terms, (3) Payment Terms and Schedule, (4) Performance Metrics, (5) Vendor Documents i.e. Insurance Certificate, Non-Collusion Form, W-9.

Contract Development: The system tracks the distribution, interaction and collaboration for each contract step. Each contract agreement is tracked throughout the process via a central dashboard to assure management understands the status of each agreement and any bottlenecks or issues in finalizing a document.

Measurements: Contract Performance Measurements are viewable on the Dashboard to identify any potential issues: (1) Log and measure Deliverables (assets vs services) by Due Date, (2) Performance vs. Expectations, (3) Final Punch List (Unfulfilled Items).

Contract Execution: Accept and Sign-off on a Contract with ability to capture electronic signatures.



System Access: Establish User Access rights and the ability to have a variety of levels of system access. This includes access rights as a contributor, monitor (view-only) and vendor with specific role assignments.

Contract Tracking: The system will allow the tracking of contracts as (1) Contract in Development, (2) Contracts in Service (active), (3) Contracts due to Expire or Renew and (4) Archive Files (closed contracts).

Recurring Contracts: Existing Contracts, in any status (development, active or closed) can be renewed for the seamless development of a new document/contract version.

### **Proposed Quality Mechanisms:**

Discover eGOV develops applications working directly with key constituents throughout the entire process. At key points throughout development, there will be specific reviews of process steps and results to assure desired results. Examples of the steps and desired results of our quality assurance processes:

- System Look and Feel: The system-to-user interface will be designed to be intuitive and easy to use and browse. It is important that the system is easy to use for administration, input of data, viewing information online and printing reports based on select criteria.
- Process Management: Oswego County Personnel will be utilized to assure the process flow is clearly understood and that processing steps are clearly defined. Each step has a desired process and subsequent result, so it is important that each process is clearly defined and results understood.
- Data Integrity: Throughout the process key steps will be reviewed and results reviewed to assure the desired results are met.
- Output: Each output form will be designed and developed working with users to assure they meet expectations and are easily understood.
- Data Flow: The exchange of data between processing units needs to be seamless.

Quality control is ongoing throughout the process to assure best practices are used and that systems are void of conflict or issues.

## **3.3 Proposed Work Plan**

### **Project Planning and Definition**

- 1.1 Define project team and share contact information
- 1.2 Review project procedures, including communications, change order system, approvals, etc.
- 1.3 Review project plan, schedule and deliverables with project team.
- 1.4 Gain formal approval of project plan, schedule and deliverables.

## **System Definition**

- 2.1 Meet with appropriate personnel to define and inventory key system elements, including:
  - 2.1.1 All contract “types” (i.e. templates) to be included in the system.
  - 2.1.2 All contract attachments to be included in the system, as well as any/all applicable contract “types”
  - 2.1.3 All performance measures to be gathered in the system.
  - 2.1.4 All budget data to be gathered in the system.
  - 2.1.5 All general boilerplate correspondence (e.g. letters, emails) reminding vendors about insurance due, notice of intent to contract, etc.
  - 2.1.6 All general boilerplate correspondence (e.g. letters, emails) reminding management of overdue reports, insurance, etc.
- 2.2 Review inventory list to categorize all items as follows:
  - Exists; complete; approved.
  - Exists; needs revision and approval.
  - Does not exist; needs creation and approval.
- 2.3 Assign all items in need of revision and/or creation via Oswego County project manager. Establish due date for completion.
- 2.4 Meet with Oswego County personnel to gather and validate system requirements, including technical requirements, non-technical requirements, aesthetic requirements, etc. Document and gain approval of system requirements.
- 2.5 Meet with Oswego County personnel to define contract creation process. Identify the relationship between the contract boilerplates and contract attachments (i.e. which attachments may be used with which boilerplates).
- 2.6 Meet with Oswego County personnel to define the internal contract approval process. Identify routing of contract for approvals, all signatories, and process for edits/exceptions during the approvals process.
- 2.7 Meet with Oswego County personnel to define the process for sending reminders to vendors. Identify all events that require a reminder, triggers for reminders, timeframe for sending, frequency of reminders, outcome of failure to comply, etc.
- 2.8 Meet with Oswego County personnel to define the process for sending reminders to internal personnel. Identify all events that require a reminder, the triggers for reminders, frequency of reminders, outcome of failure to comply, etc.
- 2.9 Meet with Oswego County personnel to define all user types. Document, by user type, functionality required within the system. Gain formal approval of user types and functionality required.

- 2.10 Meet with Oswego County personnel to define a list of expected outcomes/ results of the contract management system. Define, in tangible terms, expectations about what the system will/will not be able to perform.

### **System Design**

- 3.1 Develop the flow structure for the contracts system and how the processing of the contract components will interact behind the scenes. (e.g. How the boilerplate contract system will be integrated with performance metrics and goals tracking.)
- 3.2 Develop the process flow and how the key component measurements will function in the background.
- 3.3 Define the input of select criteria to assure the entry of data and tracking points in single locations for use throughout the entire contracting/monitoring process.
- 3.4 Develop a program schematic (wireframe) for specific processing steps and acquiring formal approval prior to programming.
- 3.5 Address system navigation through each process step, processing edits, and movement through each key step.
- 3.6 Define, document and gain approval of user paths. Each process step will have defined paths. For example, a contract builder will develop a contract in a series of pre-defined steps with limited variables for entry.
- 3.7 Develop a protosite of the contracts management system in a test environment.
- 3.8 Document the high-level user scenarios and utilize a test group of users to identify issues and problems.
- 3.9 Design the visual interface through the following steps:
- 3.10 Review the processing of significant steps in the visual interaction with the website and verify that design is intuitive and flows properly.
- 3.11 Checkpoint: review application development with key personnel.
- 3.12 Develop interaction screens for each user type and assure that each scenario and key components are accounted for in the development of the application.
- 3.13 Gain formal approval of the visual aspects of the process, including flow and functionality.
- 3.14 Work directly with a core user group to assure the system design ("look and feel") as well as core content and process steps deliver the anticipated results.
- 3.15 Checkpoint: review application development with key personnel, verifying progress to date against project scope.

- 3.16 Based on previous checkpoint, review any issues or content change requests. Evaluate validity of such requests and make changes as necessary.

### **System Testing**

- 4.1 Work in test environment for quality assurance with key stakeholders, including vendors, Oswego County personnel involved in the approvals process.
- 4.2 Conduct formal quality assurance testing to develop a comprehensive list of issues. Issue a deadline for resolution and sign-off on completion of issues.
- 4.3 Establish the monitoring and administration processes for the application back-end.
- 4.4 Test integration of back-end to assure data integrity, as well as reporting, monitoring and evaluation processes for client satisfaction.
- 4.5 Identify, prioritize and fix bugs to assure system reliability and clear understanding of potential issues.

### **Implementation Planning and Training**

- 5.1 Establish support desk system – Vendor-managed “Help Desk”.
- 5.2 Conduct a final system test and establish firm dates for system go-live.

### **System Launch**

- 6.1 Launch application with all stakeholders using the new application.
- 6.2 Monitor and evaluate comments, issues and recommendations for changes and enhancements.

### **System Maintenance**

- 7.1 The contract management application shall reside on our Managed Servers located within the Data and Communications Backbone of Discover eGOV. A Tier-3 data center with redundancy built into communications, burstable bandwidth, off-site system backup and 24/7 monitoring.
- 7.2 Within system sign-off there is a ninety (90) day window for system changes and enhancements. After ninety (90) days, changes and enhancements are subject to a quote including billable hours and a not-to-exceed maximum cost. This shall cover all changes outside of the agreed-upon project scope and system delivery.

### 3.4 PROJECT DELIVERABLES

- Content Plan – Map Existing Processes.
- Desired State – Map Desired State.
- Establish Multiple Company Framework.
- Contract Management Module.
- Develop Vendor Portal.
- Protosite Presentation. (Project Mid-Point)
- System & Design Changes.
- Reports Menu – Ad-hoc Reporting.
- Finalize User Access and Permissions.
- System Training.
- System Help – Online.
- Launch.

### 3.5 APPLICATION DEVELOPMENT PRICING

Discover eGOV submits the following:

#### Application Development Pricing:

Project Total: \$44,950.00

50% at Signing/Start (\$22,475.00)

25% at Mid-point: based on deliverables schedule (\$11,238.00)

25% upon Sign-off (\$11,237.00)

#### Development Schedule:

The project development timeline is 120-days from the signing of the agreement and mobilization payment.

Agreement Signing Date: Project Timeline Starts.  
 Project Mid-point: PLUS: 60-days from Signing Date  
 Launch: PLUS: 120-days from Signing Date.

Project Phase	Hours	Elapsed Time	Start Date	Completion
Project Planning and Definition	10	1 week	Done	TBD
System Definition	10	1 week	Done	TBD
System Integration	232	11 weeks	TBD	TBD
System Testing	25	1 week	TBD	TBD
Implementation Planning & Training	25	1 week	TBD	TBD
System Launch	10	1 week	TBD	TBD
Project Management	20	-	Ongoing	
<b>Total</b>	<b>332</b>	<b>16 weeks</b>	<b>TBD</b>	

## **Annual Support, Hosting and Maintenance**

Ongoing Application Management will include the equipment, communications, hosting and support needed to manage the systems on the backend. This is also includes support on-site for any system enhancements and changes needed. Our staff will also be available for use during physical inventory and on-site if desired for no additional charge to monitor and trouble-shoot any system issues.

Annual Application and Support: \$7,200.00/year.

### **5-Year Schedule:**

Dev. Year - \$600.00/mo. – Pro-rated from Launch thru December 31<sup>st</sup>.  
Year 1 - \$7,200.00 – Due January 1.  
Year 2 - \$7,200.00 – Due January 1.  
Year 3 - \$7,400.00 – Due January 1.  
Year 4 - \$7,600.00 – Due January 1.  
Year 5 - \$7,800.00 – Due January 1.

Terms of Sale: Maintenance Payments start at launch. Payment due at beginning of service period (annual).

First Payment: At Launch.

Subsequent Payments: Beginning of Service Period (Annual Renewal)

## **3.5 RESUMES**

**Michael Kelly – Partner:** Mike has held senior positions in direct marketing companies that place an emphasis on leveraging technology and systems to better serve customers. Since 2002, works with local government and agencies to better the online experience via improved websites and Rich Internet Applications (RIA) across New York State.

**Geoff Schmidt – Partner/Technology Officer:** Since 1988, Geoff has held a variety of management positions on both the client side and development side with large, enterprise solutions. Geoff's specific areas of expertise include development of database systems, working with client systems and system integration.

**Lyn Kelly - Project Management/Client Relations:** Lyn's background involves over 30-years of Project Management, Sales and Operations Support. Lyn works with clients during the critical phase of product development and ongoing support project phases to assure customers satisfaction.

## **4. PROOF OF INSURANCE:**

Discover eGOV must provide copies of required insurance certificates listing Oswego County as "Additional Insured" and must procure and maintain, at its own expense, required policies of insurance during the term of this Contract. All policies shall insure Oswego County for all claims arising out of this Contract. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State.

The policies of insurance required are standard Worker's Compensation and Disability Benefits Insurance, if required by law; malpractice and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; and automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage.

**Discover eGOV  
Agreement for Services  
Statement of Work Services**

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Both of us agree that the complete agreement between us about these Services will consist of 1) this Statement of Work, 2) the contract name (or any equivalent agreement signed by both of us)

Agreed to:  
Oswego County

Agreed to:  
Discover eGOV

By:

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print):

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Address: 46 E. Bridge St.  
Oswego, N.Y. 13126

Office Address: 263 East Street  
Pittsford NY 14534

Project Name:  
Contract Management System

Estimated Start Date:

Estimated End Date:

\_\_\_\_\_

\_\_\_\_\_



**COUNTY OF OSWEGO**

(From)			To				
ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJECT	ORG	OBJECT	PROJECT	DESCRIPTION	DOLLAR AMOUNT
A9901	599014					Fund Balance	(\$80,000)
			H	529000	822	Capital Project	\$80,000
						(Discover eGOV and AJ3 Solutions) Contract Management System	
TOTAL AMOUNT							\$0

**COMMITTEE SIGNATURES**

**DATE**

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

PERSONNEL DIRECTOR	DATE
--------------------	------

COUNTY ADMINISTRATOR	DATE
----------------------	------

DEPARTMENT HEAD	DATE
-----------------	------

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER  
OF CERTAIN FORECLOSED TAX PROPERTY PURSUANT TO RPTL §1166**

By Legislator David Holst:

WHEREAS, the Enforcing Officer of the County of Oswego has, heretofore, foreclosed against certain delinquent tax property within the county pursuant to Article 11 of the New York State Real Property Tax Law for delinquent property taxes for the years 2020 or prior; and

WHEREAS, the county has obtained a Final Judgment from Supreme Court, Oswego County in an in rem foreclosure proceeding; and

WHEREAS, the county has executed a deed or deeds pursuant to the Final Judgment(s) obtained vesting title in the name of the County of Oswego; and

WHEREAS, the tax district of the County of Oswego enjoys a right of sale under RPTL§1166 either at public auction to the highest bidder or by approval and confirmation of the sale by a majority vote of this body; and

WHEREAS, certain parcels are being sold have offered to pay the county tax district, in full, for all delinquent taxes penalties and interest as part of this purchase thereby making the county whole; and

WHEREAS, other parcels need to be conveyed back due to bankruptcy filings or other issues; and

WHEREAS, a resolution is necessary and desirable,

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

RESOLVED, the County Treasurer be, and is hereby, authorized to sell and transfer the following delinquent tax properties to the person(s) named for the consideration stated hereinbelow. The Consideration named in said deed shall be considered payment of all taxes held against the property, including the 2022 tax, unless otherwise stated:

RESOLVED, that the foregoing sales (attached) are hereby approved and confirmed by this body.

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**

# Oswego County Treasurer's Office

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Kevin L. Gardner, *Treasurer*  
Brian D. Twiss, *Deputy Treasurer*



County Building  
46 East Bridge Street  
Oswego, New York 13126  
Phone: (315) 349-8393  
Fax: (315) 349-8255

8/16/2022

## **INFORMATIONAL MEMORANDUM**

**Subject:** Redemption of Oswego County foreclosed properties

**Background:** These are the buyback properties from the Treasurer's Department. These properties have possible legal issues such as bankruptcies and other situations that warrant a buyback. Properties outside bankruptcies can redeem for unpaid taxes plus any penalties and interest.

**Recommendation:** The Treasurer strongly recommends this request.

Co. Prop#	SWIS	Town	Parcel ID#	Deed To Owner 1
2022-58-01	5800	Volney	220.00-04-08	Duciaume Dorothy Est
2022-22-02	2200	Amboy	194.00-04-15	Muraski Richard
2022-36-01	3600	Minetto	184.00-04-09.1	DeStevens Joseph J DC2020024
2022-36-02	3600	Minetto	165.10-01-05	DeStevens Joseph J DC2020024
2022-56-02	5600	Scriba	131.00-01-39.02	Morton Richard N
2022-32-01	3289	Hastings	225.00-02-68.02	Fortino Donald Jr
2022-32-07	3289	Hastings	291.02-02-14	Goodman Derrick
2022-26-02	2601	v/o Cleveland	313.06-01-11.01	Brownell Carolyn
2022-52-02	5289	Sandy Creek	037.09-02-05.1	Riel Marcel
2022-52-04	5289	Sandy Creek	037.09-02-04	Riel Marcel
2022-46-04	4689	Parish	209.00-01-11.01	Shirley Joan P
2022-38-08	3800	New Haven	097.00-03-45	Melissa A Adams
2022-48-02	4800	Redfield	067.00-02-06.11	Francis R Kolodziejczyk
2022-48-05	4800	Redfield	067.00-02-08	Francis R Kolodziejczyk

Deed to Owner 2	Property Address	Assessed Owner 1
	2945 State Route 3	Duciaume Dorothy
	1268 County Route 26	Muraski Richard
	2259 County Route 8	DeStevens Joseph J
	860 County Route 25	DeStevens Joseph J
	278 County Route 51A	Morton Richard N
	16 Cornell Rd	Fortino Donald Jr
Goodman Sebastian	31 Manhattan Dr.	Sirlener Goodman
	179 North St	Brownell Carolyn
Riel Gloria A	Rainbow Shores Rd	Riel Marcel
Riel Gloria A	Rainbow Shores Rd	Riel Marcel
	1681 County Route 11	Shirley Joan P
	3865 County Route 6	Melissa A Adams
Francis R Kolodziejczyk Jr	Off County Route 47	Francis R Kolodziejczyk
	Off County Route 47	Francis R Kolodziejczyk

Assessed Owner 2	Total Unpaid
	\$ 3,368.63
Muraski Leigh	\$ 3,485.55
	\$ 3,018.75
	\$ 2,097.13
	\$ 8,484.56
Fortino Ruth	\$ 8,920.33
	\$ 8,477.24
	\$ 4,288.88
Riel Gloria A	\$ 8,394.96
Riel Gloria A	\$ 1,689.87
	\$ 2,404.85
	N/A
Francis R Kolodziejczyk Jr	N/A
	N/A

**RESOLUTION NO.**

September 15, 2022

**RESOLUTION ALLOCATING FUNDS MADE AVAILABLE TO THE COUNTY OF  
OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT TO CERTAIN SUB-  
RECIPIENTS AND BENEFICIARIES**

By Legislator David Holst:

WHEREAS, the United States Congress, through the U.S. Department of the Treasury created and funded the American Rescue Plan Act (ARPA) with the intent to help mitigate the physical and financial hardships of the COVID-19 Pandemic that negatively impacted communities across America, and

WHEREAS, Congress entrusted the disbursement and use of the funds within the ARPA to local governments across the country based on their direct knowledge of their respective communities and the residents and businesses within them, and

WHEREAS, the Treasury has provided significant guidance as to the appropriate and eligible uses of the ARPA funds, and

WHEREAS, Oswego County has developed a process for the evaluation of the needs within the County that included consultation with various stakeholder groups that are representative of the community at large, and

WHEREAS, the County has received requests for financial support from individuals, organizations, and businesses throughout the County, and

WHEREAS, the Chairman of this body established a Taskforce for the purpose of reviewing these proposals and making recommendations to the Legislature for appropriate actions that are consistent with the eligibility and use guidance issued by the U.S. Treasury, and

WHEREAS, the "project" attached hereto have also been reviewed by the respective jurisdictional committees of this body at their regularly scheduled public meetings, then therefore be it and it is hereby

RESOLVED, that, the Oswego County Legislature finds the disbursements identified on Schedule A to be consistent with the intent of the ARPA and eligible under the guidance issued by the U.S. treasury, be it further

RESOLVED, that these disbursements are authorized subsequent to the acceptance of the contract terms and conditions developed for each of these respective entities which will be consistent with the obligations that Oswego County incurs for the use of the ARPA funds and continued compliance with same, and be it further,

RESOLVED, that the Chairman of the Legislature and County Treasurer be and are hereby authorized to execute any and all documents that may be necessary to access and disburse these funds.

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

**YES:**

**NO:**

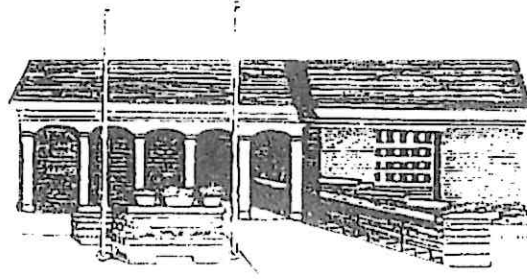
**ABSENT:**

**ABSTAIN:**



Mayor's Office  
(315) 298-6637

## Village of Pulaski



Village Clerk's Office  
(315) 298-2622  
Fax (315) 298-5274  
TIM 1-800-662-1220

4917 Jefferson Street • P.O. Box 227  
Pulaski, NY 13142  
[www.villagepulaski.org](http://www.villagepulaski.org)

Dear Mr. Turner,

Thank you for meeting with our Sewer Board Chairman Bob Adamski, Wastewater Treatment Plant Operator Dean Merritt, Engineer Jeff Tubolino, and I last week to discuss our application for Oswego County American Rescue Plan Act (ARPA) grant funds.

Our grant application requests assistance with the cost to convert our wastewater treatment plant from chemical disinfection to ultraviolet (UV) disinfection. As you are aware, our wastewater treatment plant effluent discharges to the Salmon River, a major economic engine for the Village of Pulaski and surrounding communities.

Currently sodium hypochlorite (bleach) is used for disinfection along with sodium bisulfite, which neutralizes the sodium hypochlorite prior to the effluent discharging to the Salmon River. While this form of disinfection is proven effective and all NYSDEC SPDES permit limitations for bacteria and maximum chlorine residuals are being met, the Village wants to convert disinfection methods to further protect the water quality and ensure the economic future of the Salmon River. A description of chemical and UV disinfection along with advantages and disadvantages are provided below.

### Chemical Disinfection

Chemical disinfection uses sodium hypochlorite to destroy pathogenic bacteria and other organisms in treated wastewater. Dechlorination with sodium bisulfite removes excess sodium hypochlorite in the disinfected effluent.

#### *Advantages*

1. Sodium hypochlorite is an effective disinfectant with a long history of use in the wastewater and water industry.

#### *Disadvantages*

1. Chlorine compounds released to the river.

2. Oxygen depleting chemicals released to the river.
3. Sodium hypochlorite and sodium bisulfite are hazardous chemicals.
4. The transportation and handling of hazardous chemicals may cause potential environmental, health, and safety issues.
5. Storage of chemicals and equipment requires a climate-controlled environment.
6. Overdosing of sodium bisulfite to ensure low chlorine residuals are met may lead to sulfate formation, suppressed dissolved oxygen content, and lower pH of the treated effluent and subsequent receiving stream.
7. Must comply with NYSDEC chemical bulk storage regulations.
8. Daily chlorine residual monitoring is required.

### UV Disinfection

UV disinfection is a physical process that instantaneously neutralizes microorganisms as they pass by ultraviolet lamps submerged in the treated effluent.

#### *Advantages*

1. No chlorine compounds released to the river.
2. No oxygen depleting chemicals released to the river.
3. Is a reliable, safe method of wastewater disinfection.
4. It is effective at inactivating most bacteria, viruses, spores, and cysts.
5. It is a physical process rather than a chemical disinfectant, which eliminates the need to generate, handle, transport, or store hazardous chemicals.
6. It is user-friendly for operators.
7. Does not require a climate-controlled environment.
8. It has a shorter contact time when compared with other disinfectants. As a result, the footprint required for the UV system is much smaller in comparison to chemical disinfection.
9. It adds nothing to the water but UV light, and therefore, has no impact on the chemical composition or the dissolved oxygen content of the effluent.
10. Daily chlorine residual monitoring is not required.

#### *Disadvantages*

1. Total Suspended Solids (TSS) levels above 30 mg/L can render UV disinfection ineffective. The TSS levels at our plant are typically less than 10 mg/L.

As you can see from a water quality, environmental, health, and safety perspectives, UV disinfection far out ways chemical disinfection. We trust this letter demonstrates the positive natural resource and economic impact this project has in protecting the Salmon River and its significance to the Village of Pulaski and Oswego County.

Sincerely,

  
Jan K. Tighe, Mayor



## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Regional Director, Region 7  
615 Erie Boulevard West, Syracuse, NY 13204-2400  
P: (315) 426-7403 | F: (315) 426-7408  
www.dec.ny.gov

August 15, 2022

Hon. Jan K. Tighe, Mayor  
Village of Pulaski  
4917 Jefferson Street  
P.O. Box 227  
Pulaski, New York 13142

**Re: Letter of Support for Grant Funding – UV Disinfection  
Village of Pulaski Wastewater Treatment Plant, Pulaski, NY  
SPDES No. NY 0020257**

Dear Mayor Tighe:

I would like to take this opportunity to express my support for the Village of Pulaski (Village) Wastewater Treatment Facility (WWTF) project to upgrade its current chlorine disinfection system to ultra-violet light (UV) disinfection.

The current chlorine disinfection system has served the Village well, with the WWTF consistently meeting State Pollutant Discharge Elimination System (SPDES) permit effluent limits. However, it has come to the Department's attention that it is becoming increasingly difficult for operators to manage the antiquated chlorine disinfection system. This is particularly concerning during wet weather events, which can lead to significant fluctuations in flow at the WWTF due to high inflow/infiltration (I/I) in the Village's collection system. During these conditions, operators must manually adjust chlorine dosages. This can sometimes lead to the over-dosing of chemicals in the receiving stream and low dissolved oxygen conditions. The receiving water in this case is of course the Salmon River, a high quality, class C(T) trout-spawning stream. UV systems can be more protective against over-dosing.

Upgrading the WWTF to UV disinfection offers many advantages over the current chlorine disinfection process. UV is a physical process and eliminates the need for bulk chemical storage and chemical feed equipment. While still requiring regular maintenance, it is a simpler and safer disinfection process for WWTF operators. Relatively simple adjustments can be made to the UV system during wet weather events to provide adequate disinfection and eliminate the potential for the over-dosing chemicals.

At the Pulaski WWTF, due to significant fluctuations in flow and discharge into a high quality trout-spawning stream, UV disinfection is most suitable to achieving the desired outcomes and I fully support moving in this direction.

Sincerely,



Matthew J. Marko  
Director



Department of  
Environmental  
Conservation



**OSWEGO COUNTY CLERK'S OFFICE**  
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126  
Phone 315-349-8621 315-349-8383 (Fax)

**CATHY M. SHARKEY**  
SUPERVISOR – MOTOR VEHICLES  
**DMV OFFICES**  
OSWEGO/FULTON/PULASKI

**TERRY M. WILBUR**  
OSWEGO COUNTY CLERK  
CLERK OF SUPREME  
AND COUNTY COURTS

**MATHEW F. BACON**  
DEPUTY CLERK

**NANCY L. BELCHER**  
DEPUTY CLERK OF OPERATIONS

Date: August 16, 2022

To: Members of the Finance and Personnel Committee

From: TERRY M WILBUR, County Clerk

### **Informational Memorandum**

**Subject:** Adjust the salary of the Deputy Clerk of Operations

**Purpose:** To adjust the salary of Deputy Clerk of Operations who has been an employee of the County for 7 years. This positions responsibilities range from all the financial reporting and balancing for the entire operation (including Motor Vehicle), human resources management and executive assistant to the County Clerk.

**Summary:** The adjustment of the salary of the Deputy Clerk of Operations is to compensate the individual who is performing this job with appropriate salary to match the duties performed.

**Recommended:** It is respectfully recommended that the Finance and Personnel Committee approve \$51,545(Grade 20 @ Step 25) as the salary for the Deputy County Clerk of Operations.