

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
MARCH 23, 2021**

OSWEGO COUNTY LEGISLATURE

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RESOLUTION NO. 052

**RESOLUTION APPROVING A PANDEMIC PLAN FOR THE COUNTY OF
OSWEGO PURSUANT TO NEW YORK STATE LABOR LAW §27-c**

By Legislator John Martino:

WHEREAS, New York State Labor Law §27-c was adopted in 2020 requiring public employers to prepare a plan for the continuation of operations in the event that the governor declares a state disaster emergency involving a communicable disease; and

WHEREAS, the county as a public employer has, heretofore, presented the draft plan to all applicable bargaining units which have been granted an opportunity to review the plan and make recommendations, if any; and

WHEREAS, a copy of the final version of such plan must be adopted by April 1, and shall then be published in a clear and conspicuous location, and in the employee handbook, to the extent that the county provides such handbook to its employees, and in a location accessible on either the county's website or on the internet accessible by employees.

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the annexed pandemic plan be and is hereby approved and adopted; and, it is further

RESOLVED, that the Department of Human Resources shall undertake efforts to comply with the publication and posting requirements set forth in Labor Law §27-c.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 22 NO: 1 ABSENT: 2 ABSTAIN: 0

LEGISLATURE

COUNTY

OSWEGO

OSWEGO COUNTY OPERATIONS PLAN:

PUBLIC HEALTH EMERGENCY

This plan has been developed in accordance with NYS legislation S8617B/A10832.

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a [as amended by section 1 of part B of chapter 56 of the laws of 2016], as applicable.

This plan was finalized after presenting the draft plan to, and seeking input from, duly recognized and authorized representatives of CSEA, Local 1000 AFSCME, AFL-CIO, Oswego County Office Personnel Unit, The Oswego County Public Works Unit of Local 838, Unit #8000-01, CSEA, Local 1000 AFSCME, AFL-CIO, Oswego County Sheriff's Silver Star Association, Oswego County Deputies Association, and Oswego County Professional Association as required by New York State Labor Law 27-c(4). Following the presentation and solicitation of input, responses were received by only two of the five unions; the Oswego County Sheriff's Silver Star Association and Oswego County Professional Association, both of which stated that they had no comments at this time.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

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As the authorized official of Oswego County, I hereby attest that this plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a [as amended by section 1 of part B of chapter 56 of the laws of 2016], as applicable, to address public health emergency planning requirements.

Date: March 23, 2021

Signature:

By: James Weatherup

Title: Chairman of Oswego County Legislature

This plan is exclusively for and is applicable to Oswego County. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees and contractors, and the continuity of our operations that we have promulgated this plan.

The plan was developed based on best practices, and guidance available largely as a result of the Coronavirus pandemic. The plan is intended to provide guidance for future public health emergencies but will also act as a guidance document for any new challenges that arise as a result of the ongoing Coronavirus pandemic.

PLANNING EXPECTATIONS

- **Communication.** Internal and external communication will be critical to success.
- **Flexibility.** Recognize there may not be a one size fits all approach, and flexibility is key.
- **Increased Fiscal Stress.** While the magnitude of a future event is unknown, it is assumed all levels of government and the economy will be under significant fiscal stress. As a result, departments must strategize and plan for the reduction of revenue streams and the potential for staff reductions.
- **Organizational Structure.** Organizational structures and positions may need to be changed to provide proper supervision and oversight in the new environment.
- **Iterative.** The planning process is not a one-time process. Rather, it is an iterative process that will be continued on an ongoing basis as the situation evolves and we learn additional information.
- **Priorities.** There may likely be a constant shift in resource priorities, based on new information.
- **Public Health Guidance.** Public Health guidance will be provided by the Health Department.
- **Social Distancing and PPE.** Social distancing and use of PPE [i.e. masks, gloves, etc.] for the public and employees is going to be part of the new normal and will be provided as required.
- **Workflows.** Reevaluate all workflows to identify new ways of working, new online services, use of new technology to automate processes.
- **Working Remote.** Working remote may be necessary by many employees during emergency situations.

IDENTIFICATION OF ESSENTIAL MISSIONS AND WORKERS

When confronting events that disrupt normal operations, Oswego County is committed to ensuring that the essential functions of the County will be continued, even under the most challenging circumstances.

For this plan, an "essential employee" shall refer to a designation made that a public employee or contractor is required to be physically present at a worksite to perform his or her job.

The essential positions for Oswego County have been identified as:

DEPARTMENT	POSITION	JUSTIFICATION
Board of Elections	Commissioner	This is a bi-partisan office and are considered essential employees during an election cycle as indicated by the official State Board of Election calendar. During non-election cycles these employees would move to a remote works schedule.
	Deputy Commissioner	
	Senior Election Clerk	
	Election Clerk	
	Chief Elections System Technician	
	Voting System Technician	
	Warehouse Election Worker	
Buildings and Grounds	Director	Must be on site to oversee that all buildings are maintained for all county functions.
	Building Maintenance Technician Supervisor	Must be on site to lead and direct maintenance & cleaning crews/performs maintenance on all county buildings.
	Administrative Assistant to Buildings & Grounds	The Administrative Assistant will ideally be on site to coordinate and assist in maintaining continuity of the department but may work remotely if needed.
	Senior Building Maintenance Mechanic	Must be on site to keep all buildings and systems in good repair for all county functions.
	Building Maintenance Mechanic Supervisor	
	Senior Building Maintenance Technician	

DEPARTMENT	POSITION	JUSTIFICATION
Buildings and Grounds	Building Maintenance Mechanic	Must be on site to keep all buildings and systems in good repair for all county functions.
	Cleaners	Must be on site to keep all county buildings clean and disinfected for safe occupancy of all employees as well as the public.
	Messenger P/T	Must be on site to deliver mail and/or inter-departmental parcels to County buildings.
County Legislature		All positions within the Legislature are considered "Non-Essential" it should be noted that the Legislators themselves are considered "Essential" and at times the legislative clerks will be required to be in the office to assist with legislative operations.
County Administrator	County Administrator/Budget Officer	Responsible for ensuring the continuation of operations of all county departments and services. Additionally, will respond to media and resident inquiries and conduct briefings of stakeholders as necessary. The County Administrator will maintain both an onsite presence as well as remote work assignment as the circumstances dictate. Acts in the absence of the Emergency Management Director.
	Administrative Assistant to the County Administrator	Responsible for assisting the County Administrator in the County's procurement activities according to policies established by the County Legislature, and in the coordination of special work and research projects but may work remotely if needed. Department's continuity of government liaison.
	Administrative Secretary	The Administrative Secretary will ideally be on site to coordinate the response to requests and assist in maintaining continuity of government but may work remotely if needed.
	Budget Analyst	Responsible for assisting the Budget Officer in the preparation and review of the County's annual operating budget, capital planning and analysis, and special project work but may work remotely if needed.
County Attorney	County Attorney	The Oswego County Attorney is the legal advisor to the county legislature and each county department including, but not limited to, the Health Department, the Sheriff's Office, and the Emergency Management Office. The County Attorney staff is responsible for the prosecution and defense of civil legal matters, including Public Health Quarantine Orders and Family Court cases of juvenile delinquency, and persons in need of supervision. Each of the attorneys would be required to assume continuity of government operations. The confidential secretary is necessary to assist the attorneys in the performance of their statutory duties.
	Assistant County Attorney	
	Confidential Secretary to the County Attorney	
County Clerk	County Clerk	Office administrator.

DEPARTMENT	POSITION	JUSTIFICATION
County Clerk	Deputy County Clerk	Must be able to execute every administrative responsibility of the County Clerk in their absence.
	Index Clerk	Responsible for the high degree of accuracy and attention to detail in the recording, searching, and indexing of legal instruments.
	Senior Index Clerk	
	Senior Account Clerk	Responsible for the financial accounts and records of the department to include payroll administration.
	Motor Vehicle Bureau Supervisor	DMV Supervisor.
	Senior Motor Vehicle Clerk	Responsible for maintaining office operations in the absence of the Supervisor. The Senior Motor Vehicle Clerk is also trained and performs vital transactions at the DMV. Reconciles daily monetary transactions.
	Motor Vehicle Clerk	All DMV transactions are performed on State run computers programs/systems. These are complicated transactions that take months of training to learn with special permissions to acquire access to these systems.
Department of Social Services [DSS] [note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Commissioner of Social Services	Signing court petitions, access to files not able to take home, Oversight of department. The Commissioner will maintain both an onsite presence as well as remote work assignment as the circumstances dictate.
	Deputy Commissioner of Social Services	Oversight of department. The Deputy Commissioner will maintain both an onsite presence as well as remote work assignment as the circumstances dictate.
	Administrative Secretary	The Administrative Secretary will ideally be on site to coordinate the response to requests and assist in maintaining continuity of government but may work remotely if needed.
	Administrative Services Assistant	Required to prepare and process personnel paperwork and payroll processing.
	Staff Development Coordinator	Responsible for the coordination of all training activities for staff across the Department. Coordinates with state and local training providers and staff development oversight staff. Arranges for and delivers onboarding training for all new employees.
	Director of Fiscal Management	Need access to paper files not available at home. Maintain financial accounts for the department.
	Senior Accountant	Maintains accounts in Department Budget, processing purchases, payments and modifications/adjustments as needed. Needs access to paper files in office.
	Accounting Supervisor Grade B	Maintains financial records, performs complex accounting duties, completes auditing activities, and related fiscal functions.
	Principal Account Clerk	Processes invoices for payment, verifying accuracy and available funding, and completes claims for maximizing reimbursement through state and federal funds.

DEPARTMENT	POSITION	JUSTIFICATION
Department of Social Services [DSS] [note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Senior Account Clerk	Scanning and email cases to remote workers, running and completing reports and providing them to appropriate staff, faxing vouchers to vendors, provide support for Accounting, pays vouchers, and vouchers for state reimbursement. Responsible for the financial accounts and records of the department to include payroll administration.
	Account Clerk	Maintains accounts and processes payments in program areas assigned. Produces records and reports as required.
	Typist	Answers incoming calls to Social Services, schedules appointments, copies and scans paperwork from clients, scanning and email cases to remote workers, staff support.
	Senior Typist	Coordinates and plans support activities to work units, processes documents for legal actions, correspondence and other, provides support to Directors and supervisors.
	Clerk	Copies and scans paperwork from clients, scanning and email cases to remote workers, support to department staff.
	Paralegal	Preparing for Fair Hearings, legal research as well as the preparation and review of legal documents.
	DSS Attorney	Prepares and reviews legal documents and legal actions, provides legal advice, and drafts legal opinions in connection with various social services programs.
	Social Services Investigator	Investigation of clients who potentially are committing fraud, arresting of clients committing fraud.
	Resource Coordinator	Oversees the Fraud Investigation, Resource Recovery and collection functions of the Department of Social Services and is responsible for identifying and investigating financial resources of applicants and recipients of all public assistance programs.
	Senior Computer Services Assistant	Assists staff in acquiring and maintaining computer services for the department where assigned and interfaces with central data processing personnel for technical assistance in trouble-shooting.
	Director of Social Services	Responsible for directing, coordinating and planning the activities of Adult Protective, Child Protective and Family Services Units.
	Case Supervisor Grade B	Upper level supervisor, coordinate activities of CPS, Family Services, and Adult Protective Services Teams.
	Coordinator of Child Support	Responsible for directing, coordinating, and planning the activities of the Child Support Enforcement and Support Collection Units.
	Senior Caseworker	Fills in for the Case Supervisor Grade B, assists with all levels of work within the department.
	Caseworker	Works directly with the public, makes home visits, review paper files of cases.

DEPARTMENT	POSITION	JUSTIFICATION
Department of Social Services [DSS] [note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Caseworker Aide	Transports children in care for visits and supervises the visits between children and parents. Completes paperwork and applications, assists with a variety of duties.
	Support Examiner	Complete reports that cannot be run at home due to system, complete court paperwork for filing, copying, give to Commissioner for signature.
	Senior Support Examiner	Supervision of investigation, location, and payment of support from individuals legally responsible for the support of children.
	Director of Employment and Training	Responsible for directing, planning, and coordinating the County's Employment and Training programs.
	Sr. Employment Specialist	Responsible for planning and coordinating delivery of services to the job seeking population of the county, both mandatory and non-mandatory.
	Employment Specialist	Works directly with the public to enhance job seeking, and job keeping skills, as well as connect job seekers with appropriate training resources and access to employment opportunities.
	Employment Advisor	Works directly with the public to assess job seeking/training skills, assist public with navigating job seeking resources and in use of equipment & materials available to the public in Career Connection Centers.
	Employment Specialist Assistant	Works directly with the public as needed to accomplish specific tasks assigned, supports Employment Specialists, gathers documentation/maintains databases and coordinates with community partners to accomplish related tasks.
	Director of Assistance Programs	Supervises workflow or TA, SNAP, Child Care, Employment, Emergency Services. Ensures remote staff has necessary documents for staff to complete their work, review work of all staff for productivity.
	Principle Social Welfare Examiner	Reviews cases for approval, ensures scheduling of unit to maintain workflow to the staff working remotely. Review the work of all staff and maintain time schedules and productivity of staff. Assist with emergency walk-ins.
	Senior Social Welfare Examiner	Reviews cases for approval, ensures scheduling of unit to maintain workflow to the staff working remotely. Review the work of all staff and maintain time schedules and productivity of staff. Assist with emergency walk-ins.
	Social Welfare Examiner	Assists with returning phone calls from clients needing assistance and sends needed materials to staff working remotely. Meets with clients as necessary. Process emergency applications, including meeting with clients face to face as requested by the client or as needed.
	Community Service Worker	Processes applications, mans phone bank support lines, mans public career connections centers, meets with clients as needed.

DEPARTMENT	POSITION	JUSTIFICATION
District Attorney	District Attorney	The District Attorney's office is the chief law enforcement officer of the County. Under the Constitution and laws of this State, is responsible for the investigation and prosecution of all crimes and offenses committed in the County. <i>(Note: can perform some of their duties remotely depending on the emergency)</i>
	First ADA	
	Senior ADA	
	ADA	
	DA Investigator	
	Typist	
Emergency Management	Director	Essential to the coordination and management of all incidents to include local, state and federal resources and activities to help protect the lives, property and the environment from the impacts of any disaster whether they are caused by natural, technological or human-caused. Beyond a public health emergency, other emergencies continue to happen.
	Emergency Services Program Coordinator	
	Emergency Management Coordinator	
	Senior Typist	
	Typist	
	Radiological Specialist	
Highway Department	Superintendent	Must be on-site for weather and other highway/airport maintenance issues in order to keep roadways available for the traveling public and emergency response.
	Deputy Superintendent	
	Supervisor	
	Crew Leader	
	Airport Manager	
	Heavy Equipment Operator	Perform daily highway maintenance including snow removal/emergency response to weather-related incidents/keep roadways available for travelling public and emergency response.
	Medium Equipment Operator	
	Equipment Mechanic I	Equipment must be maintained daily/respond to equipment break downs/keep fleet ready for service.
	Equipment Mechanic II	
	Secretary to the Highway Superintendent	Assist the Superintendent with daily functions.
	Senior Account Clerk	Responsible for the financial accounts and records of the department to include payroll administration.
	Typist	Cover the phones. First point of contact and will direct calls and people in the right direction. Assist other office staff.
	Highway Engineer	Assist the Superintendent with technical situations.
	Assistant Engineer	Assist the Highway Engineer.

DEPARTMENT	POSITION	JUSTIFICATION
Human Resources [note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Director	This title is charged by the law to administer the provisions of the Civil Service Law, County Civil Service Rules, and County Civil Service Policies and Procedures for Oswego County and all the Towns, Villages, School Districts, and Special Districts in Oswego County; as well as oversight of the human resources operations [including payroll] for the County. The nature of the duties varies in extremes and on-site work would be the most efficient process to meet the needs of the County.
	Employee Benefits Specialist	Responsible for assisting the Director with managing the Oswego County employee benefits program for the County. This title provides oversight and coordination of all health insurance programs, disability, workers compensation, etc. for all employees of the County. This position would benefit from in-office work due to the nature of the varying programs oversight is provided to and the vast amount of documents housed in the office that are accessed on a daily basis to complete duties, etc.
	Payroll Administrator	Responsible for the administration of the County payroll system.
	Human Resources Administrator	Responsible for assisting the Director with the administration of the civil service program for Oswego County. This position plays a key role in coordinating the staffing efforts for the County, especially in the wake of a Public Health Emergency. Additionally, school districts and municipalities would require assistance from this individual. The nature of the duties varies in extremes and on-site work would be the most efficient process to meet the needs of the County, Towns, Villages, School Districts, and Special Districts.
Central Services [Note: can perform some of their duties remotely]	Director	Manages all aspects of technology in the County. Provides administrative actions, team leadership, network and perimeter security administration, and PC/Server troubleshooting and repair.
	Computer Specialist	Provides application and workstation support to all departments and outside agencies that subscribe to IT services with Oswego County.
	Senior Computer Specialist	Administers essential systems, including print services, end-point protection, and serve as backups to senior level administrators. Provides application and workstation support to all departments and outside agencies that subscribe to IT services with Oswego County.
	Senior Account Clerk	Responsible for the financial accounts and records of the department to include payroll administration. Administers VoIP and cell phone systems.

DEPARTMENT	POSITION	JUSTIFICATION
Central Services <i>[Note: can perform some of their duties remotely]</i>	Applications Systems Administrator	Administers and supports enterprise-level applications such as ERP and RMS systems, administers other major specialty applications, provides reporting and database management support.
	Senior Systems Administrator	Administers server systems, including virtual platforms, email system, access control, perimeter security, and vulnerability management tools.
	Senior Help Desk Administrator	Oversees support team, coordinates activities with departments, provides application and workstation support, and network support and administration to all departments and outside agencies that subscribe to IT services with Oswego County.
E-911	Director	Essential to the coordination, management, and operation of the emergency response system for any incident that may happen. Beyond a public health emergency, other emergencies continue to happen.
	Telecommunicator	
	911 Operations Coordinator	
	911 Communications Coordinator	
	911 Communications Technician	
	Senior Telecommunicator	
	Supervising Telecommunicator	
Fire Advisory	County Fire Coordinator	Essential to the coordination, management, and response to fire and emergency operations. Beyond a public health emergency, other emergencies continue to happen.
	Deputy Fire Coordinator	Essential to the coordination, management, and response to fire and emergency operations. Beyond a public health emergency, other emergencies continue to happen.
	Fire Instructor	
	Administrative Secretary	The Administrative Secretary will ideally be on site to coordinate the response to requests and assist in maintaining continuity but may work remotely if needed.

DEPARTMENT	POSITION	JUSTIFICATION
Office for The Aging [note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Aging Services Administrator	Administers, plans, develops, coordinates, and directs the service programs and activities for the Office for the Aging. The duties involve responsibility for responding to the local implications of an ever-growing older population with a wide variety of needs. In addition, the position ensures that other departments of local government and private agencies are aware of and responsive to the current and future needs of older residents.
	Senior Aging Services Specialist	Assists the Administrator in planning, developing, and coordinating programs and services for the aging, including budget, financial, personnel, and purchasing responsibilities.
	Administrative Secretary	The Administrative Secretary will ideally be on site to coordinate the response to requests and assist in maintaining continuity of government but may work remotely if needed.
	Account Clerk	Responsible for the financial accounts and records of the department to include payroll administration.
Community Development, Tourism, & Planning	Director	All positions within the Community Development, Tourism, and Planning Department can perform their duties remotely unless the public health emergency requires particular assistance from this department, that cannot be completed remotely.
	Housing Program Coordinator	
	Housing Program Specialist	
	Administrative Secretary	
	Associate Planner	
	Senior Planner	
	Public Information Officer	
	Marketing & Design Specialist	
	Tourism & Public Information Liaison	
Probation [Note: can perform some of their duties remotely, but are required to be in the building at least part-time]	Director	Direct supervision over sentenced offenders/respondents to provide positive guidance and behavioral modification influencing law abiding behavior, and their work duties have a direct effect over public safety. Coordinate with supervisors who would be working remotely, address warrant issues, authorize payroll and restitution, etc.

DEPARTMENT	POSITION	JUSTIFICATION
Probation <i>[Note: can perform some of their duties remotely, but are required to be in the building at least part-time]</i>	Administrative Secretary	Input payroll, manage correspondence to and from courts, address computer/equipment issues, oversee restitution program, etc.
	Senior Typist	Answer and forward incoming calls, input payroll, input case information in case management system, monitor department email mailbox, etc.
Health	Director	<p>To ensure the continuation of Public Health operations necessary to respond to the Pandemic including Case investigation/Contact tracing and other essential disease control functions that must continue during a pandemic.</p> <p><i>[Note: can perform some of their duties remotely, but are required to be in the building at least part-time]</i></p>
	Director of Environmental Health	
	Director of Patient Services	
	Director of Program for Children Special Needs	
	RN	
	Senior RN	
	Senior LPN	
	LPN	
	Principal Accountant	
	Junior Accountant	
	Early Intervention Specialist	
	Home Health Aide	
	Supervising Public Health Nurse	
	Public Health Nurse	
	Public Health Assistant	
	Nurse Practitioner	
	Senior Public Health Educator	
	Public Health Educator	
	Senior Account Clerk	
	Account Clerk	
	Data Entry Operator	
	Senior Typist	
	Typist	

DEPARTMENT	POSITION	JUSTIFICATION
Health	Public Health Sanitarian	<p>To ensure the continuation of Public Health operations necessary to respond to the Pandemic including Case investigation/Contact tracing and other essential disease control functions that must continue during a pandemic.</p> <p><i>[Note: can perform some of their duties remotely, but are required to be in the building at least part-time]</i></p>
	Associate Public Health Sanitarian	
	Medical Consultant	
	Compliance Program Coordinator	
Purchasing	Director	<p>Required to receive emergency and essential purchasing orders and distribute to appropriate departments.</p> <p><i>[Note: can perform some of their duties remotely, but are required to be in the building at least part-time]</i></p>
Real Property	Real Property Systems Administrator	Responsible for maintaining records and coordinating the tax collection process between the Department and city/town/school officials, NYS Tax and Finance Department, Oswego County Department of Facilities and Technology, and the Oswego County Treasurer's Department.
Sheriff's Office	Sheriff	Maintains the safety and welfare within the county to preserve the peace, and to prevent crime and disorder.
	Undersheriff	
	Patrol Officer Lieutenant	
	Patrol Officer Sergeant	
	Patrol Officer	
	Deputy Sheriff P/T	
	Criminal Investigator	
	Special Patrol Officer	
	Chief Correction Administrator	Performs a mandated function, as required by NYS.
	Correction Supervisor	Maintains the safety and welfare within the county to preserve the peace, and to prevent crime and disorder
	Correction Sergeant	
	Correction Officers	
	Confidential Secretary to the Sheriff	Required to prepare and process Civil papers and monthly disbursements.
	Jail Physician	Performs a mandated function, as required by NYS.
	Senior RN	

DEPARTMENT	POSITION	JUSTIFICATION
Sheriff's Office	Senior LPN	Performs a mandated function, as required by NYS.
	Nurse Practitioner P/T	
	Physician Assistant P/T	
	Medical Social Worker	
	Cooks Manager	
	Institutional Cook	
	Building Maintenance Mechanic	Must be on site to keep all buildings and systems in good repair for all county functions.
Solid Waste Programs	Director	Must be on-site for the oversight of a comprehensive solid waste and recycling program, supervision over the solid waste management activities at the County landfills and transfer stations, and supervision over the safe and efficient operation and maintenance of the County Energy Recovery Facility which burns solid waste to produce high-pressure steam for heat and electrical power generation.
	Solid Waste Operations Manager	
	Staff Engineer	
	Chief Facilities Operator	
	Shift Supervisor ERF	
	Garage Supervisor	Equipment must be maintained daily/respond to equipment break downs/keep fleet ready for service.
	Chief Maintenance Mechanic	
	Maintenance Mechanic A	
	Maintenance Mechanic B	
	Equipment Mechanic I	
	Equipment Mechanic II	
	Loader Operator	Responsible for the efficient operation of the plant by inspecting the waste stream to identify and remove incompatible materials, directing waste haulers where to dump the wastes brought in.
	Assistant Loader Operator	
	Transfer Station Operator	

DEPARTMENT	POSITION	JUSTIFICATION
Solid Waste Programs	Light Equipment Operator	Perform daily maintenance, operate truck scales to Weigh incoming solid waste, compostables, and other materials as required and in accordance with policies and procedures, transport solid waste and recyclables, cover dirt or perform excavation tasks at solid waste management sites.
	Medium Equipment Operator	
	Heavy Equipment Operator	
Treasurer <i>[note: can perform some of their duties remotely, but are required to be in the building at least part-time]</i>	Treasurer	Ensure the financial structure of the County remains in place.
	Deputy Treasurer	
	Chief Accountant	
	Accountant	
	Financial Specialist	
	Principal Clerk	Required in the office to take payments, field questions from the public, and review incoming mail/email.
	Senior Account Clerk	
	Account Clerk	
Public Defender	Administrator Indigent Defendants	Contract with attorneys and administer the program to provide constitutionally mandated representation in Family and Criminal Courts. Services needed to be provided by this office vary as the NYS Court System requires. <i>[Note: can perform most all their duties remotely]</i>
	Support Attorney	
	Principal Account Clerk	
Veterans Services		All positions within Veterans Services are considered "Non-Essential" and can be completed remotely. A Service Officer would need to go into the office at least one day a week to check mail and fax machine for claims information.
Weights & Measures		Depending on the nature of the pandemic this position could be considered "Non-essential" Must be physically present at the businesses in order to conduct W&M device testing.
Youth Bureau	Coordinator of Recreation & Youth Development	Assist the Director as needed. Responsible to work the phone bank. Oversee and plan large summer programs. <i>[note: can perform some of their duties remotely, but are required to be in the building at least one or two days a week]</i>
	Senior Youth Services Specialist	

DEPARTMENT	POSITION	JUSTIFICATION
Youth Bureau	Director	Required to be in the office to maintain daily work to operate the office including planning and other matters that cannot be done remotely. As the Oswego County Runaway Homeless Youth Coordinator as well as the designated signee for the office the role requires hands on responses to daily tasks that are sometimes not planned. Overseeing county parks including Camp Hollis, Camp Zerbe and Independence Trail require many tasks completed on location and in the office. Delegating tasks or completing alone is to be expected. Being in the office is necessary.

PROTOCOL FOR ENABLING REMOTE WORK/ TELECOMMUTING

The Oswego County Central Services Department will be responsible for ensuring that all non-essential employees and contractors can accomplish their functions remotely to the greatest extent possible. The following protocol was developed and tested during the Coronavirus pandemic and will continue to be utilized for any future public health emergencies.

Technology Needs:

Department heads and supervisors must promptly determine (and, if necessary, consult with their employees about) the technology needs of their employees so that such employees can continue to perform their job duties and responsibilities remotely. This requires department heads and supervisors to determine whether, and to what extent, employees need County-provided computers or devices (i.e., laptops, chrome books, iPads, pre-paid cell phones); VPN access to the County's network; and/or call-forwarding services to ensure that calls to a County phone line are received at home or on a cell phone.

Likewise, department heads and supervisors must determine whether employees require training, written or oral instructions, or other IT-provided support to set up, access, or use any such devices or services. Questions regarding the availability of equipment, VPN access, call-forwarding, and other technology-related issues should be directed to the IT Help Desk.

Information Security and Confidentiality:

In 2014 the Oswego County Legislature adopted the Oswego County *Computer System Policy, PRP 2014-11*, governing acceptable use of the county computing system ("CCS"). This policy provides information, security policies, standards, procedures to provide employees with a set of guidelines that govern the acceptable use of County information technology assets. County employees, using county-provided technology resources to work remotely, are responsible to comply with this policy.

Employees who are given County property and equipment (i.e., laptops, chrome books, desktop computers, cell phones, scanners, printers, fax machines) must keep such items in a secure, safe, and clean location. Employees are responsible for safeguarding and proper handling of such items and for the confidentiality and integrity of non-public County information and data.

Employees are also responsible for following all applicable privacy, data security, and confidentiality laws and applicable County policies and procedures. **Storage of County documents or data on personal computers or devices is not authorized.** To the extent an employee believes an exception to this policy is warranted, the employee should make a request via the IT Help Desk before any data is moved from a County computer to a personal device. All such requests will be evaluated on a case-by-case basis.

Any equipment or devices provided by the County must be returned to the County immediately upon request.

Available Assets for Remote Work:

- Hotspots or cell phones for staff that do not have Internet access at their remote location can be activated and distributed as needed by the IT Department in coordination with the department.
- The IT Department will continue to purchase and deploy laptops for all employees that may require remote access in the future.
- On a case-by-case basis, staff with specialty workstations may be permitted to take their desktop computer off-site for remote work purposes.
- The IT Department can also provide additional tech devices such as monitors and docking stations to make remote access easier and more convenient.

General Guidelines and Procedures:

- The County has created and implemented a "Work From Home Guidelines" provided as part of the Oswego County *COVID-19 Policy For Employees, Policy 3.21*, with clear instructions on how to handle working from a remote location. This policy clearly defines what rules and expectations are for working remotely for both staff and management. This policy can be provided to any employee by their department head.
- VPN client will be installed on all County-owned laptops used for remote access.
 - Cisco DUO 2-factor authentication has been enabled for all VPN clients. County staff working remotely shall configure their DUO accounts to send authentication codes/requests to method accessible while working remotely; i.e., cell phone, externally accessible email account, etc.
- Instructions have been created for all remote staff on how to forward internal extensions to external devices such as cell phones. Additionally, the IT Department has the NEC remote VoIP desk phone client available for installation to cell phones or laptop computers. The NEC remote extends most desktop phone features (i.e., call forwarding, conferencing, etc.) to the remote client, for an in-office voice experience.
- The IT Department will continue to utilize Microsoft Group Policy to push needed software and applications to remote devices.
- The IT Department will install and utilize a remote administration client on computers, which allows the IT staff to track devices and provide remote desktop access from the IT Department to the staff member while they are working externally from the County network.
- Each Department Head will establish a procedure within their department to ensure paper materials and mail to be distributed to employees working remotely as needed.

PROTOCOL FOR REDUCING DENSITY AT WORKSITES

Oswego County Employees and Contractors are located with twenty-six separate county buildings/work sites, which allows for greater social distancing, and limits the risks to essential employees working within each of these buildings.

Oswego County Legislative Office Building [46 East Bridge Street, Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:30am – 5:00pm

- Community Development,
- County Clerk
- Public Defender
- Tourism & Planning
- Human Resources
- Real Property
- County Administrator
- Legislature
- Treasurer
- County Attorney

Oswego County Public Safety Building [39 Churchill Rd, Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:00am – 5:00pm

- Central Services
- E-911
- Sheriff's Office
- District Attorney
- Probation

Oswego County Office Complex [70 Bunner Street, Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:00am – 4:00pm

- Health
- Office for the Aging
- Youth Bureau
- [OFA]

Oswego County Department of Social Services [100 Spring St, Mexico, NY 13114]

Typical Work Hours: Monday – Friday 8:30am – 4:00pm

Oswego County Branch Building [200 North Second Street, Fulton, NY 13069]

Typical Work Hours: Monday – Friday 8:00am – 4:30pm

- Emergency
- DMV - Fulton
- Veterans
- Management
- DSS - Employment & Training

Oswego County Buildings and Grounds [111 E 11th St, Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:00am – 4:00pm

Oswego County Board of Elections [185 E Seneca St, Oswego, NY 13126]

Typical Work Hours: Monday – Friday 9:00am – 5:00pm

Oswego County Courthouse [25 East Oneida Street, Oswego, NY 13126]

Typical Work Hours: Varies

Emergency Response Training Center [720 East Seneca St. - Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:00am – 4:00pm

- Fire Advisory

Department of Motor Vehicles / Records Center [384 East River Road - Oswego, NY 13126]

Typical Work Hours: Monday – Friday 8:00am – 4:00pm

Oswego County Highway Department Sites

Typical Work Hours: vary by location

- Scriba Highway Garage – 31 Schaad Drive, Scriba, NY 13126
- Pulaski Highway Garage – 957 Centerville Road, Richland, NY 13144
- Parish Highway Garage – 39 Dill Pickle Alley, Parish, NY 13131
- Mix Plant (Asphalt) – 1391 US Route 11, Hastings, NY 13076
- Suttons Corners Garage Volney – Sutton's Corners rt. 49, Fulton, NY 13069
- Oswego County Airport – 40 Airport Drive, Fulton, NY 13069

Oswego County Solid Waste Sites

Typical Work Hours: vary by location

- Bristol Hill Landfill – 3125 Route 3, Fulton, NY 13069
- Bristol Hill Landfill Transfer Station – Route 176, Fulton, NY 13069
- Hannibal Transfer Station – 1167 County Route 7, Hannibal, NY 13074
- Hastings Transfer Station – 1391 US Route 11, Hastings, NY 13076
- Oswego Transfer Station – 700 East Seneca St., Oswego, NY 13126
- Pulaski Transfer Station – 100 County Route 2A, Pulaski, NY 13142

Energy Recovery Facility [2801 St Rt Route 481 - Fulton, NY 13069]

Typical Work Hours: 24/7 facility

Barclay Courthouse [2 Broad St, Pulaski, NY 13142]

Typical Work Hours: Monday – Friday 8:30am – 4:00pm

- Pulaski DMV

Camp Hollis [40 Health Camp Road Oswego, NY 13126]

Typical Work Hours: May – October, Monday – Friday 8:00am – 4:00pm

Camp Zerbe [253 NY-104, Williamstown, NY 13493]

Typical Work Hours: Varies

If state or local authorities decide there is a need for reduction in-office staff and increase social distancing measures within the workplace, Oswego County will directly follow federal, state orders. In the event that there are no current federal or state orders for a reduction in density, the county will defer to the **Oswego County Personnel Policy, 3.21 Covid-19 Policy for Employees.**

PROTOCOL FOR REDUCING DENSITY IN UNIQUE DEPARTMENTS

Several departments have formulated department-wide plans for the reduction of staff operating within the building.

County Clerk:

County Clerk, Deputy County Clerk and Deputy County Clerk of Operations will remain responsible for the everyday operations of the County Clerk's office. The remaining Index Clerks and Senior Account Clerk will provide in person office functions on a rotating basis. There will be no remote operations.

County Clerk [DMV]:

In the event a reduction of in-person workforce is required, staff will be rotated in shifts of no less than half of normal workforce.

Department of Social Services:

The Oswego County Department of Social Services has created detailed unit plans to reducing in-office staff in the event there is a need for additional social distancing or staggered workdays. Employees should consult their department head for detailed instructions related to their department operations.

- Most staff can perform most parts of their jobs remotely as long as staff is available in the office to provide the documents to them. Due to staff needing to come into the office periodically all staff is considered essential. Staff will rotate per schedule designed by the supervisors to limit the number of staff in the office at one time and still maintain in-office operations. The Commissioner or designee will notify supervisors of changes in number of staff that can be in the office at one time.

Highway Department:

The Highway Superintendent will limit all public access to their buildings. Personnel will be assigned to one of their 5 plus locations, throughout the County as directed, to limit density, while still being able to perform essential functions.

Sheriff's Department:

- Deputy Sheriff's will handle as much as possible by phone calls. On complaints, they will ask people to exit buildings whenever possible and practice social distancing. PPE's will be utilized.
- If needed the Public Safety Building will close to all non-essential persons.
- Should the need arise Investigators and Deputy Sheriff's assigned to patrol will only enter the Sheriff's Office at the Public Safety Building when absolutely necessary in order to reduce personnel in the office.
- All Uniformed Staff work 12-hour different shifts; 6am – 6pm or 6pm – 6am limiting the density at the worksite.
- Staff within the Investigations, Civil, Training, and a few other units have various hours between 6am and midnight.

Probation:

- The Oswego County Probation Department has created a detailed phased approach to reducing in-office staff in the event there is a need for additional social distancing or staggered workdays. Employees should consult their department head for detailed instructions related to their department operations.

E-911:

- Shift A: 6 AM - 6 PM; located at 911, Public Safety Building, Oswego, NY
- Shift B: 6 PM - 6 AM; located at 912, County Branch Building, Fulton, NY
- Shift C: 6 PM - 12 AM; located at 911, Public Safety Building, Oswego, NY
- Shift D: 12 AM - 6 AM (Wed morning); located at 912, County Branch Building, Fulton, NY

Public Health:

To reduce the density of staff working in-person, all essential staff have been provided computer equipment and VPN access necessary to conduct their job functions that must be conducted during the pandemic from a remote location.

- The Director of Public Health will work primarily from the Oswego County office location.
- The office clerical staff will rotate their schedule to allow for only one staff working in-person to conduct essential functions.
- Public Health Nurses and Public Health Sanitarians will be staggered with a portion working remotely when applicable.
- The support staff will be staggered with one-two working in-person to answer incoming phone calls. Fiscal functions that can be done remotely include approval of payroll and processing of vouchers.

Veterans Service Agency:

- The office will be open by appointment only. A log of appointments will be kept specifying the date and time of appointment and all in attendance.

PROTOCOL FOR PROCURING PPE

The use of personal protective equipment [PPE] to reduce the spread of infectious disease is important in supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early within the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

- The Emergency Management Office in coordination with county department heads will identify the departmental need for PPE and which type based upon job duties and work locations.
- Procurement of PPE
 - Oswego County will procure PPE per the *Oswego County Purchasing Policy* as adopted by the Oswego County Legislature on February 24, 2014.
 - As specified in the amended law, public employers must provide at least two pieces of face coverings (PPE) to each essential employee and contractor.
- Storage of, access to, and monitoring of PPE stock
 - Oswego County has space and capacity to store the required PPE within county facilities, in a manner which will prevent degradation, and provide immediate access to PPE in the event of an emergency.
 - The supply of PPE will be monitored to ensure the integrity. In the event of an emergency in which usage of this PPE supply is required, the county will manage the inventory supply, track usage rates and restock as needed.

PROTOCOL FOR EMPLOYEE/CONTRACTOR EXPOSURE IN THE WORKPLACE

Oswego County like all businesses is at risk of having an employee or contractor exposed to a known case of the communicable disease that is the subject of the public health emergency. County employees/contractors that identify as a close contact of a positive case or that are notified that they have tested positive must notify their immediate supervisor on the day of notification. If an employee receives this notification during onsite work duties, they will leave the workplace and go home after notification to their supervisor by email or phone.

If employees or contractors **are exposed to a known case of communicable disease** that is the subject of the public health emergency, defined as a 'close contact' with someone who is confirmed infected, which can be 1) Sharing the same household as the infected (positive) person; 2) Direct physical contact with the infected (positive) person; 3) Direct contact with infectious secretions of the infected (positive) person (e.g. being coughed on, touching used paper tissues with a bare hand); or 4) Being within 6 feet of a case for 10 minutes or more (e.g. room, car) of the infected (positive) person.

- Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 14 days or other current NYSDOH/public health guidance for the communicable disease in question.
 - As possible, these employees will be permitted to work remotely during this time if they are not ill.
 - If working remotely, the employee must check in with their immediate supervisor each day to ensure they remain able to work and all Work from Home Guidelines are being followed.
- NYSDOH guidelines for a public health emergency provide that critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public.
 - Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission.
 - In-person interactions with the subject employee or contractor will be limited as much as possible.
 - Work areas in which the subject employee or contractor was present will be disinfected according to current NYSDOH/ public health protocol at least every hour, as practical.
 - The employee must check in with their immediate supervisor each day to ensure these protocols are followed.

If an employee or contractor **exhibits symptoms of the communicable disease** that is the subject of the public health emergency:

- Employees and contractors who exhibit symptoms in the workplace should immediately separate themselves from other employees, customers, and visitors. They should immediately be allowed to leave the workplace upon a phone or email

notification of the same to their supervisor, with the supervisor making a recommendation to contact their physician.

- Employees and contractors who exhibit symptoms outside of work should notify their supervisor by phone and stay home, with a recommendation to contact their physician.
- The department head in consultation with Public Health, Building and Grounds, and County Administrator to determine whether an area or office needs to be closed temporarily for deep cleaning.
- Employees should not return to work until they have met the criteria to discontinue home isolation per NYSDOH/public health guidance and have consulted with a healthcare provider.
- The employee must check in with their immediate supervisor each day to ensure they remain able to work and all Work from Home Guidelines and policies and protocols are being followed.

If an employee or contractor **has tested positive for the communicable disease** that is the subject of the public health emergency:

- Apply all of the steps outlined above for "an employee or contractor exhibits symptoms of the communicable disease".
- Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off.
 - NYSDOH guidance for a public health emergency indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. NYSDOH/public health guidance for the disease in question will be followed.
 - Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately.
 - See the section on Cleaning and Disinfection for additional information on that subject.
- Identification of potential employee and contractor exposures will be conducted.
 - If an employee or contractor is confirmed to have the disease in question, Oswego County Public Health or their designee should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act [ADA].
 - Apply the steps identified above, as applicable, for all potentially exposed personnel.
- The Oswego County Public Health Department will be responsible for ensuring these protocols are followed.

Oswego County recognizes there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. Oswego County will follow NYSDOS/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

Cleaning and Disinfecting

NYSDOH guidelines will be followed for the cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

- As possible, employees and contractors will clean their workspaces once a day, or as needed.
 - High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least hourly or at the discretion of the Building Maintenance Supervisor.
 - The Building and Grounds Department will be responsible for cleaning common areas, and the frequency of such.
- Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
- Soiled surfaces will be cleaned with soap and water before being disinfected.
- Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
- Staff will follow instructions on cleaning products to ensure the safe and effective use of the products.

Oswego County Policy for Leave regarding a Public Health Emergency

Public health emergencies are extenuating and unanticipated circumstances in which Oswego County is committed to reducing the burden on our employees and contractors.

It is our policy that Oswego County will directly follow federal and/or state orders should an employee be unable to work due to quarantine and/or experiencing symptoms and seeking a medical diagnosis.

In the event that there are no current federal or state orders for paid sick leave, the county will defer to the sick leave policies in the employee's respective bargaining unit contract or M/C handbook.

Additional provisions may be enacted based upon need and the guidance and requirements in place by federal and state employment laws, FMLA, executive orders, and other potential sources.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of Oswego County, and as such are not provided with paid leave time by Oswego County unless required by law.

PROTOCOL FOR DOCUMENTING WORK HOURS, LOCATIONS AND OFF-SITE VISITS OF ESSENTIAL EMPLOYEES

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits. This information may be used by Oswego County to support contact tracing within the organization and may be shared with local public health officials.

Timesheet Entry: All Oswego County employees will utilize their departmental procedure for submitting timesheets.

Vehicle Log: A vehicle log will be kept in each vehicle for employees to complete once they are done using the said vehicle. The log will contain information about who was traveling in the vehicle and any stops that were made.

Protocol for Documenting Unique Departments

County Clerk

- Necessary office visits by customers would be limited to appointment only. This would reduce the number of visitors in the office at one time as well as control the number of customers that a reduced staff served. These appointments will be logged taking note of not only the date and time of the visit but the names and phone numbers of all visitors in order to facilitate contact tracing should it be necessary.
- All transactions that do not require an in-person visit will be submitted by mail, electronic means or through the drop-box.

Department of Social Services [DSS]:

Appointment records will be kept as well as a list of staff that are in the office daily.

Emergency Management Department:

Operates under normal business hours Monday-Friday in office. Additionally, department staff may respond during offsite hours and to various locations which are typically the result of an emergency situation or response to an ongoing incident.

- Response to emergencies relating to Fire, EMS, or weather related incidents can be tracked through the County E911 Center and are recorded in our dispatch CAD system.
- Other out of the office responses or work activities are tracked by the Emergency Management Office.

Real Property Tax Office:

- The office will be open by appointment only. A log of appointments will be kept specifying the date and time of appointment and all-in attendance.

Treasurer's Office:

- The office will be open by appointment only. A log of appointments will be kept specifying the date and time of appointment and all-in attendance.

PROTOCOL FOR IDENTIFY EMERGENCY HOUSING SITES FOR ESSENTIAL EMPLOYEES

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of Oswego County's essential operations.

If such a need arises, local college dorm rooms or local hotel rooms are expected to be the most viable options, Oswego County will coordinate with the Oswego County Health Department and Emergency Management Office to help identify and arrange for these housing needs. This effort will be coordinated by the Oswego County Emergency Management Coordinator with assistance from the Oswego County Public Health Director.

RESOLUTION NO. 053

**RESOLUTION ADOPTING A POLICE REFORM PLAN FOR
THE COUNTY OF OSWEGO AND AUTHORIZING
THE CHAIRMAN OF THE LEGISLATURE TO EXECUTE A
CERTIFICATION
TO THE STATE OF NEW YORK DIVISION OF THE BUDGET**

By Legislator Terry Wilbur:

WHEREAS, the Chairman of the Legislature has, heretofore, formed a committee to examine Police Reform and Reinvention on a collaborative basis as required by Executive Order 203; and

WHEREAS, the committee of stakeholders comprised of membership and leadership of the Sheriff's Office; members of the community, representatives from non-profit and faith groups; the office of the District Attorney; the Assigned Counsel Plan Administrator; and local elected officials and has met three times; and

WHEREAS, the county has sought input from the public online and via a survey and the committee has received comments from the public at its meetings; and

WHEREAS, the committee has performed a comprehensive review of current Oswego County Sheriff's Office staffing, strategies, policies, procedures, and practices; and

WHEREAS, the committee has developed a plan, attached hereto, to improve such deployments, strategies, policies, procedures, and practices; and

WHEREAS, this county is fortunate and grateful that the Oswego County Sheriff's Office, as a longstanding DCJS Accredited Police Agency, had already implemented many of the criteria sought or required under the Police Reform and Reinvention Executive Order and guidance;

WHEREAS, a draft Police Reform Plan was released on March 4th, 2021 for public input and comment; and

WHEREAS, a public hearing was held on March 23, 2021 regarding the draft Police Reform Plan and the comments from the hearing, and those submitted in advance of same, have been carefully considered by this body; and

WHEREAS, a resolution is both necessary and desirable,

LEGISLATURE

COUNTY

OSWEGO

NOW, THEREFORE, upon recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that the annexed Police Reform Plan by and for the County of Oswego and the Oswego County Sheriff's Office be and is hereby adopted; and, it is further

RESOLVED, that if any clause, sentence, paragraph, section, subdivision, or other part of the adopted Police Reform Plan, as written or in its application, shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this Police Reform Plan or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order, judgment or legislation shall not affect, impair, or invalidate the remainder of the Police Reform Plan which shall remain in full force and effect except as limited such order or judgment.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE



Oswego County Police Reform and Reinvention

**Working collectively to build
a strong, safe community.**

Oswego County Police Reform Plan Report

To: Oswego County Legislature
From: Oswego County Police Reform Committee
Subject: Police Reform Reinvention Collaborative Report

References:

- 1) New York State Executive Order No. 203
- 2) New York State Police Reform and Reinvention Collaborative guide.
- 3) Basic Course for Police Officers Checklist

Attachments:

- 1) Oswego County Police Reform Plan 2021
- 2) Collaborative committee members
- 3) Informational presentation with survey results from OCSO

Executive Summary:

This report is produced as a result of Executive Order 203 of 2020 and as outlined in the New York State Police Reform and Reinvention Collaborative of August 2020 (Note: see reference#2). A collaborative effort has been made to include members of the Oswego County Legislature, the Police Reform Committee and the Oswego County Sheriff's Office. The following is a report of the activities and outcomes of the Oswego County Police Reform Committee and a Police Reform Plan (Note: see attachment #1) for legislative approval and public dissemination.

The Oswego County Police Reform committee was formed with the Legislature Chairman as its head and is composed of a diverse membership including elected officials, police members, mental health professionals and service providers, legal professionals, and members of the community at large. The goal of the committee is to collect and analyze data and information, solicit public input, and determine a reasonable and sustainable course of action to improve the activities of our Sheriff's Office with special regard and consideration for community interactions.

Public and professional input was solicited, and raw statistical data was obtained from the Sheriff's Office indicating that the performance of the department meets or exceeds all reasonable expectations for service delivery and effectively meets their duty to protect and serve the community without bias or prejudice. The Sheriff's Office provides for the safety of the community with professionalism and efficiency in accordance with all accreditation standards set by New York State Accreditation Program. Furthermore, the relationship between the agency and the public at large is deemed to be professional and cooperative in nature.

Recognizing that government and its agencies must respond to a dynamic public, recommendations are made to insure the best possible results are achieved. The recommendations for improvements to the Sheriff's Office are largely administrative and will allow for increased transparency, for example, providing easier public access to information and activities of the Sheriff's Office.

The recommendations include 7 primary initiatives: 1) on-line publication of policies and procedures, consistent with legal, operational and confidentiality requirements 2) Determine and implement more efficient ways to serve citizens with mental health issues 3) Publish an annual report of agency activities 4) Enhance the process by which civilians submit complaints and commendations regarding Sheriff's Office personnel 5) Educate Sheriff's Office members and inform victims of domestic violence, sexual assault or other crimes of programs and services that are available to aid them 6) Develop and implement a Civilian Police Academy 7) Implement a body worn camera program for the agency.

Report Basis:

In accordance with the collaborative guide and as directed by the Governor, public input has been solicited. As the primary police agency of Oswego County, the Sheriff's Office was tasked with establishing a means to gather public comment. In order to gather initial public input a survey was developed by the Sheriff's Office and made available publicly. The survey contained specific questions relating to public interactions with the Sheriff's Office and public perceptions.

In addition to the survey, a generic response method was promulgated in the form of direct open format e-mail encouraging all remarks directly from the public.

Public hearings were performed on February 3rd and 18th 2021. These hearings were conducted in two separate locations to better facilitate public access. The first hearing was conducted in Oswego and the second hearing in Pulaski. Open discussion was held, and recommendations were encouraged to be brought forth.

These methods produced a significant amount of input. Collating the material gathered was a continuous task during the process. This was done primarily by the Sheriff's Office but also with oversight and input from the committee. The entire raw data was retained and made available to the committee to ensure transparency and allow for discussion of alternate interpretations.

The public input while valid from the individual perspective should be considered subjective in nature. Any persons submitting input will naturally have their individual bias based on their background and interaction with the agency or perceptions based on peripheral influences such as media, vocation, etc. To garner a comprehensive view of the existing state of the Sheriff's Office, it is necessary to gather and include statistical data relating to all levels of activity in the department. The statistical data was gathered from required department records and included training records and operational activity records. It should be noted here that the Oswego County Sheriff's Office (OCSO) is a state accredited agency, meaning that the New York State Accreditation program has been and remains in place to ensure that all NYS requirements for police departments are met. The OCSO meets or exceeds all requirements for accreditation.

All the gathered information was made available to the committee in raw format upon request and access to additional material and data was also available upon request as well as interviews with department members and others with connections to community policing and response.

Specific Information:

The Oswego County Sheriff's Office is a state accredited agency. Accreditation is achieved by performing training and other activities as directed and approved by the New York State Accreditation Program according to the New York State Division of Criminal Justice Services (DCJS).

The New York State program encompasses four principal goals:

1. To increase the effectiveness and efficiency of law enforcement agencies utilizing existing personnel, equipment, and facilities to the extent possible.
2. To promote increased cooperation and coordination among law enforcement agencies and other agencies of the criminal justice services.
3. To ensure the appropriate training of law enforcement personnel; and
4. To promote public confidence in law enforcement agencies.

The Accreditation Program is comprised of a set of standards developed to further enhance the capabilities of an agency and is divided into three categories.

1. Administrative standards
2. Training standards
3. Operation standards

The goals of the accreditation program are met or exceeded by the Oswego County Sheriff's Office in every category. A certification of re-accreditation is performed every 5 years.

The training provided to new officers/deputies of the OCSO is completely in line with the accreditation program and includes additional local training for a total of 1,261.5 initial hours of required training prior to graduating and entering the force full time. In addition, currently serving officers/deputies attend training on a recurring basis and are required to maintain proficiency.

The raw statistical data on demographics indicates that the OCSO is in line with reasonable expectations for hiring and placements in line with the most recent published census data. The department generally reflects the community it serves.

Analysis:

A basis for the Police Reform and Reinvention Collaborative as directed by the Governor is the perception or potential reality of significant acrimonious relationships existing between police agencies and local populations. While there is evidence of such relationships in specific areas of the country at large, there is no direct significant evidence of such a state existing here in Oswego County. It should not be assumed that conditions could not occur that have the potential to alter the current state of relations between the Sheriff's Office and the public. Therefore, proactive steps are recommended.

As stated in the basis, the goals of the accreditation program are met or exceeded by the Oswego County Sheriff's Office in every category. These goals as enumerated by the DCJS reflect the essence of the intent of the reform collaborative. Consistently meeting the accreditation requirements also meets the intent and the letter of the reform collaborative.

The data gathered and community input indicates that a cooperative and reasonable relationship exists between the Sheriff's Office personnel and civilians. A proactive approach to ensuring that this condition remains is advisable. As the goals of the DCJS cover the whole range of activities conducted by the Sheriff's Office, it can be safely deduced that the trajectory of the agency is in line to continue to perform and will meet or exceed all established standards going forward. Rather than assume this will occur, proactive measures are recommended to be put in place to ensure the best possible service continues to be rendered. It should be noted the public comment and data collected also identified an opportunity to educate the public on misconceptions about roles, responsibilities, and activities of law enforcement as well as resources available that may be underutilized.

Oswego County is primarily rural with a population of approximately 120,000 people spread over an area of 960 square miles. The cities of Fulton and Oswego and the Villages of Phoenix, Pulaski, and Central Square each have their own Police Departments. The Oswego County Sheriff's Office serves as the primary first responders for the remainder of the County's 21 towns and villages.

As the accreditation process is comprehensive in scope for the training, administration, and operations of the OCSO and as the department continues to be successfully accredited by the DCJS, the public relations is a remaining piece for potential improvement. Transparency is a key component of public trust. The public must have confidence that law enforcement is fair. An emphasis on public relations should be considered as a proactive measure to maintain public trust and cooperation.

Recommendations:

The following recommendations were arrived at as a means of continuing the work already being performed and as a means of improvement and ensuring transparency.

1. Develop an online publication of policies and procedures, consistent with legal, operational and confidentiality requirements. This will allow for public access and increase transparency of Sheriff's Office activities.
2. The Sheriff's Office will work with the existing Mobile Crisis Team (MCT) to find more efficient ways to deal with mental health issues to include, but not limited to, working cooperatively with road patrol and 911 dispatch.
3. Provide an annual report on Sheriff's Office activities. This will allow for the public to see a compilation of annual department activities in a concise format.
4. Develop an enhanced civilian complaint/commendation reporting system by improving accessibility and developing an easy-to-use online reporting tool. Forms can be used to file civilian complaints and for commendations for the actions of officers. Submitted forms will be reviewed by a member of the command staff and assigned to the appropriate supervisor for action. A log of all complaints and the results will be maintained by command staff.
5. Develop a plan to work with OCO SAF (Oswego County Opportunities Services to Aid Families) and other organizations to assist victims of domestic abuse as well as victims of sexual assault or other crimes by educating Sheriff's Office members of programs available as well as providing information to victims at the scene and during follow up interactions.
6. Develop and implement a Civilian Police Academy. The Oswego County Citizen Police Academy will be designed to strengthen the partnership between the police agencies of Oswego County and the citizens of Oswego County. The objectives of this program are: To encourage increased communication and interaction between Law Enforcement Officers and the community which they serve; to dispel misconceptions about the roles, responsibilities, and activities of law enforcement officers; to provide participants with a basic understanding of police powers and limitations imposed by law and police department policy; to familiarize participants with the dangers, difficulties, and ambiguities inherent to modern police work and to foster a citizen police partnership to combat crime and develop a safer community.
7. Implement a body-worn camera program for the Sheriff's Office which will be used to support criminal investigations, collect evidence, and document interactions during police activities.

Conclusion:

The existing state of policing in Oswego County as performed by the Sheriff's Office is done in accordance with established standards as set forth by New York State. Recognizing that in striving for excellence, a program of self-awareness and conscientious self-improvement will be put in place. The police reform plan has been developed to do just that, its implementation and diligent execution will be performed as necessary to ensure the continued highest quality service is provided.

Signature:

James Weatherup. Chairman of the Legislature

cc;

Sheriff

County Administrator

File

Oswego County Police Reform Plan 2021

In accordance with New York State Executive Order No. 203 and in collaboration with the Oswego County Police Reform Committee, seven specific recommendations for police reform have been made. The following plan will ensure that the recommendations are implemented as intended. It is widely acknowledged that the current state of operations in the Oswego County Sheriff's Office already meet or exceed all New York State standards for police department activities. This plan will be implemented under the direction of the Sheriff with oversight by the Oswego County Legislature and should be considered a building block for continuous improvements. Adjustments and updates will be made as necessary when identified. The implementation dates scheduled should be adhered to as noted with variances by exception only.

Recommendation: 1

Develop an online publication of policies and procedures, consistent with legal, operational and confidentiality requirements. This will allow for public access and increase transparency of Sheriff's Office activities.

Discussion:

There currently exists a significant number of policies governing the conduct of Oswego County Sheriff's Office. The policies are broadly divided into categories responsible for Administration, Training and Operations. All these policies are in continuous use and are updated as needs are identified. In order to increase transparency, the policies will be published online consistent with legal, operational and confidentiality requirements.

Actions:

- Develop a list of policies that can be published for public access.
- Develop a public access point on the Oswego County website.
- Complete these actions by August 30, 2021.

Recommendation: 2

The Sheriff's Office will work with the existing Mobile Crisis Team (MCT) to find more efficient ways to deal with mental health issues to include, but not limited to, working cooperatively with road patrol and 911 dispatch.

Discussion:

Understanding that community safety includes traditional police work as well as responding to various emergencies involving, among other things, mental health crisis issues. A coordinated effort to recognize and determine an appropriate response to various potential emergencies must be developed. Immediate assessment and triage of situations is essential. Currently there are several agencies and departments involved in the assessment and triage phase of response. The MCT has been expanded to 24-hour coverage in Oswego County. This allows citizens with mental health issues that do not rise to a level requiring police presence, the ability to work with mental health professionals who can develop a mental health plan. Improving coordination between each entity will enhance our response capabilities and better serve the public.

Action:

- Review existing policies relating to response actions.
- Coordinate with 911 to identify and refine dispatch criteria.
- Provide training to all officers on Mobile Crisis Team capabilities.
- Complete actions by June 30, 2021.

Recommendation: 3

Provide an annual report on Sheriff's Office activities. This will allow for the public to see a compilation of annual department activities in a concise format.

Discussion:

Currently there is significant information and statistics compiled by the Sheriff's Office capturing daily activities. This information is available to elected officials and interested citizens upon request. In order to foster and improve relations with the public, a formal annual report should be developed and presented annually to the Legislature. During legislative sessions the public is always welcome, and encouraged, to attend.

Action:

- Develop a standard format of data, statistics and narrative information detailing the entire scope of activities performed during a calendar year.
- Present the report annually to the Legislature in session no later than February 28th following the immediate previous year.
- This is a recurring action and will be first performed no later than February 28, 2022.

Recommendation: 4

Develop an enhanced civilian complaint/commendation reporting system by improving accessibility and developing an easy-to-use online reporting tool. Forms can be used to file civilian complaints and for commendations for the actions of officers. Submitted forms will be reviewed by a member of the command staff and assigned to the appropriate supervisor for action. A log of all complaints and the results will be maintained by command staff.

Discussion:

Interactions with civilians is the core of public safety. The professionalism of every member of the Sheriff's Office is on the line every day. Recognizing that individual perspectives account for perceptions, it is necessary to ensure that all perspectives are heard and captured. A formal complaint system is necessary to document and record relative statements. In addition to complaints, commendations of best practices and good behaviors is also recommended in order to recognize, encourage and build upon positive interactions.

Actions:

- Develop a policy for soliciting and recording and answering complaints and commendations.
- Develop an accessible web-based site where complaints and commendations can be submitted.
- Completion date May 1, 2021.

Recommendation: 5

Develop a plan to work with OCO SAF (Oswego County Opportunities Services to Aid Families) and other organizations to assist victims of domestic abuse as well as victims of sexual assault or other crimes by educating Sheriff's Office members of programs available as well as providing information to victims at the scene and during follow up interactions.

Discussion:

There currently exists programs and information to assist victims of personal abuse crimes that are inconsistently used. As application of restorative justice is an included item in the police reform initiative, a method to consistently train officers and inform the public and victims will be developed.

Actions:

- Conduct training on personal abuse for all members of the Sheriff's Office to include new recruits and existing staff.

- Ensure materials detailing information to be provided to abuse victims is available for distribution.
- Note: This will be an ongoing initiative following initial roll out.
- Initial training and preparation of materials to be completed by September 1, 2021.

Recommendation: 6

Develop and implement a Civilian Police Academy. The Oswego County Citizen Police Academy will be designed to strengthen the partnership between the police agencies of Oswego County and the citizens of Oswego County. The objectives of this program are: To encourage increased communication and interaction between Law Enforcement Officers and the community which they serve; to dispel misconceptions about the roles, responsibilities, and activities of law enforcement officers; to provide participants with a basic understanding of police powers and limitations imposed by law and police department policy; to familiarize participants with the dangers, difficulties, and ambiguities inherent to modern police work and to foster a citizen police partnership to combat crime and develop a safer community.

Discussion:

It is recognized that there exists a tremendous potential for misunderstanding between police agencies and the public they serve. In order to foster better understandings by the public of police actions, inviting the public to participate in actual or similar training that police receive and educating the public on law standards and requirements may lessen the divide between police and civilians. Target audience may include persons of community influence such as teachers, civil organization leaders and elected officials as well as local businesspeople.

Action:

- Develop a policy for Civilian Police Academy. The policy should include a description of target audience, goals of the academy and a curriculum description.
- Develop a curriculum.
- Develop a schedule.
- Completion September 30, 2021.
- Note: The completion date identifies the development work. The actual conduct of an academy will be performed at a time to be determined.

Recommendation: 7

Implement a body-worn camera program for the Sheriff's Office which will be used to support criminal investigations, collect evidence, and document interactions during police activities.

Discussion:

The use of body-worn cameras has proven to be an invaluable tool for law enforcement agencies. The cost to benefit ratio of body cameras has improved as technology has improved. This recommendation is a high priority endeavor.

Action:

Develop a specific policy for body camera use. Specific areas to address are usage requirements. For example, who will wear the body camera, when will it be worn, and how long will the recordings be retained.

- Develop a purchase request for approval. Considerations are compatibility, service longevity and maintenance.
- Develop training for implementation.
- Implement general distribution and deployment.
- Completion date August 30, 2021.

Each of the 7 recommendations has been determined to be a positive driver in the effort to align with NYS Executive Order No. 203. Actions assigned to the Sheriff's Office with commensurate due dates for implementation will be periodically monitored by the legislature to ensure completion.

Oswego County Police Reform Stakeholders

Position	Name
Chair of Legislature	James Weatherup
The DA or ADA	Greg Oakes
Public defender/ Defense Attorney	Sara Davis/Rachel Dator
Town Supervisor	Tony Bush
Village Mayor (with no PD as they rely on Sheriffs and those with PD will need to do this separately)	Terry Grimshaw
Representative from OCO/SAF - Victim Advocate	Ron Russell
Chair of Public Safety	Terry Wilbur
Majority Caucus Representative or designee	Brad Trudell
Minority Caucus Representative or designee	Marie Schadt
Members of the Community with emphasis on areas with high numbers of police and community interactions.	Don Forbes
Sheriff	Don Hilton
Undersheriff	John Toomey
Deputies Association Representative	Rob Wells
Mental Health	Nicole Kolmsee
Director of Probation	Dave Hall
Director 911	Kevin Pooley
Retired - Police/Trooper/Sheriff/Judge	Rob Heath
HR Director	Julie Bell
OSCO Accreditation Lieutenant	Bill Bazzell
Oswego County Opportunities	Staci France
Farnham	Eric Bresee
Oswego County Sheriff Department's Training Coordinator	James Prior



Oswego County Sheriff's Office

REFORM & REINVENTION OF POLICING

About our Agency

- The Oswego County Sheriff's Office serves the law enforcement needs of all the citizens of Oswego County, and strives to do so in a professional manner, respecting the rights of all our citizens without regard to race, color, nationality, creed, gender or sexual orientation.
- Our policies and procedures are developed and carried out with that goal in mind. Our Deputy Sheriffs are selected, trained and supervised with that goal in mind.
- We use our knowledge, experience and professional judgment, combined with available information, data, analysis and research to develop our Oswego County Sheriff's Office policing strategies, policies and procedures. We will reference some of the relevant strategies, policies and procedures relating to issues set forth below for community discussion and comment.
- We are an Accredited Agency meeting or exceeding the standards prescribed by the New York State Division of Criminal Justice Services.

Accreditation

- What it is:
- Approximately 150 out of 514 Police Agencies in NYS are accredited.
- The New York State Accreditation Program promotes the public's confidence in its police departments. This program provides an additional level of transparency and public trust.
- 110 Standards relating to policy and practices in the areas of Administration, Training and Operations, all need to be met to achieve accreditation.
- The Accreditation Council consists of 17 members appointed by the Governor. The Council meets quarterly and adopts standards, sets policy, and has exclusive authority to grant accreditation to law enforcement agencies.
- Agencies need to be reaccredited every 5 years.

Accreditation

- What it does:
- It encompasses four principal goals:
 - To increase the effectiveness and efficiency of law enforcement agencies utilizing existing personnel, equipment, and facilities to the extent possible.
 - To promote increased cooperation and coordination among law enforcement agencies and other agencies of the criminal justice services.
 - To ensure the appropriate training of law enforcement personnel
 - To promote public confidence in law enforcement agencies.

Accreditation

- Local Benefits:
- Confirmation that our agency policies comply with professional standards set by the Accreditation Council
- Assurance of fair recruitment, selection and promotion processes
- Reduced vulnerability to civil lawsuits and costly settlements
- Enhanced understanding of agency policies and procedures by all members since they are regularly referenced and updated
- Greater administrative and operational effectiveness
- Greater public confidence in the agency

Policy and Procedure

- The Oswego County Sheriff's Office Policies and Procedures are evaluated and updated on a regular basis. General orders (Updates) are documented, reviewed and signed by agency personnel for any changes.

Departmental Training

- We have continuous departmental training throughout the year. We regularly review monthly Sheriff's Updates through an online publication.

Use of Force

- Our current Use of Force Policy follows the objective reasonableness standard that also follows policy set forth by the Municipal Police Training Counsel (MPTC).

Statistical DATA

- From 01/01/2015 – 12/31/2020 our agency handled 141,611 complaints. There were a total of 81 reported uses of force reported. It should be noted that 18 of those reported uses of force were simply displaying a Taser to gain compliance (which we have been reporting since well before DCJS required it). In that time, we have had one use of force that resulted in a fatality (firearm discharge).
- The total percentage of our complaints that involve use of force is .00057%
 - Roughly 6 of every 10,000 calls involve use of force based on historical data
- The total percentage of our complaints that involve use of force resulting in a fatality is .000008%.

Statistical DATA

- Census Based Data:
- According to the 2010 U.S. census (with certain updates in 2019), Oswego County has 117,124 residents. The generic ethnic breakdown is:
 - White: 95.9%
 - Black: 1.2%
 - American Indian: .5%
 - Hispanic/Latino: 2.7%
 - Pacific Islander: Less than .5%
- The Oswego County Sheriff's Office law enforcement division currently has 66 members. Our generic ethnic breakdown is:
 - White: 95.4%
 - Black: 1.5%
 - American Indian: 0%
 - Hispanic/Latino: 1.5%
 - Pacific Islander: 1.5%

Bias

- We have added additional anti bias and implicit bias training to 2020 Regional Police Academy through NYMIR Online University
- NYMIR's E-University Law Enforcement courses can be used by an agency towards their annual in-service training required as part of the accreditation process.
- This online training is required for all members annually going forward. Anti-Bias Policing Part 1 and Part 2.

De-escalation

- During our most recent Police academy held at our department all members took online courses on De-Escalation and Communication (2 modules), as well NYMIR module on Effective Law Enforcement Communication.
- Current members and recruits all were assigned to watch a Force De-Escalation Webinar by Lexipol.
- As part of Defensive Tactics training members were given reality-based training scenarios with roll players to work on their communication skills with difficult subjects.

Community Based Outreach

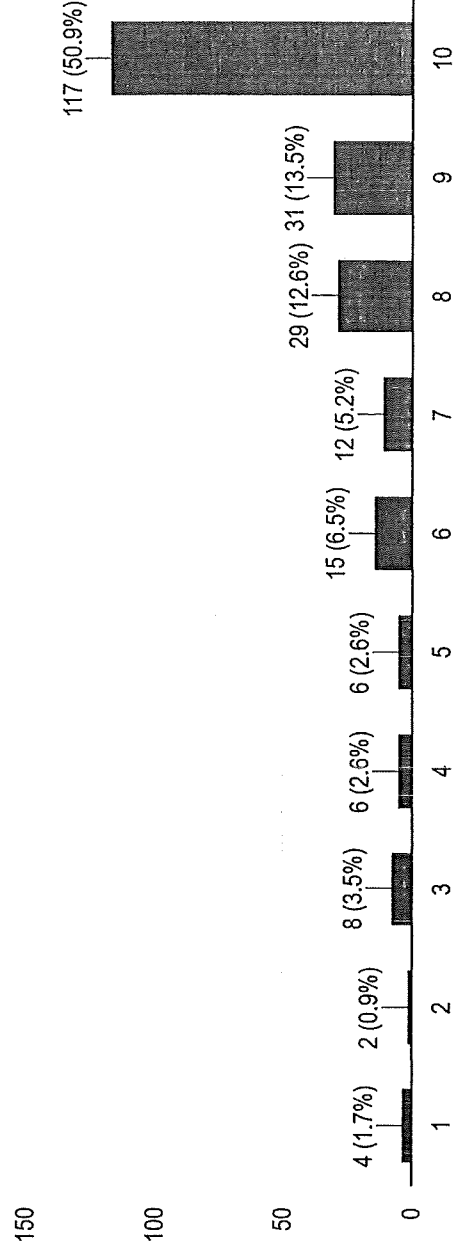
- SRO's supported the delivery of several hundred meals in cooperation with meals on wheels and Oswego County Office of The Aging.
- Project Lifesaver PLS to locate people with disabilities.
- SRO's conducted welfare checks on students and did Chrome book deliveries at the request of Superintendents during the pandemic.
- SRO's delivered food and milk during the Pandemic.
- Our agency participated heavily in the Community Safety Initiative program prior to the pandemic.

Problem Oriented Policing and Hot Spot Policing

- In 2020, the Oswego County Sheriff's Office developed an Anti-Crime Team to engage in proactive law enforcement actions, rather than the reactive law enforcement that is typical of the road patrol and investigations divisions.
- The Anti-Crime Team is focused on vehicle and traffic enforcement, warrant investigations, drug trafficking interdiction, and problem-oriented policing in areas experiencing high crime rates or unusual increases in criminal activity.
- Recent examples of such problem-oriented policing efforts include investigations into a recent rash of catalytic converter thefts throughout the County, investigations into larcenies from vehicles in the Town of Scriba, and street-level drug sales investigations. The Anti-Crime Team has also focused attention on major drug-trafficking routes in Oswego County and has made numerous arrests and made many seizures of marijuana, narcotics, currency and untaxed cigarettes.

Public Questions and Responses

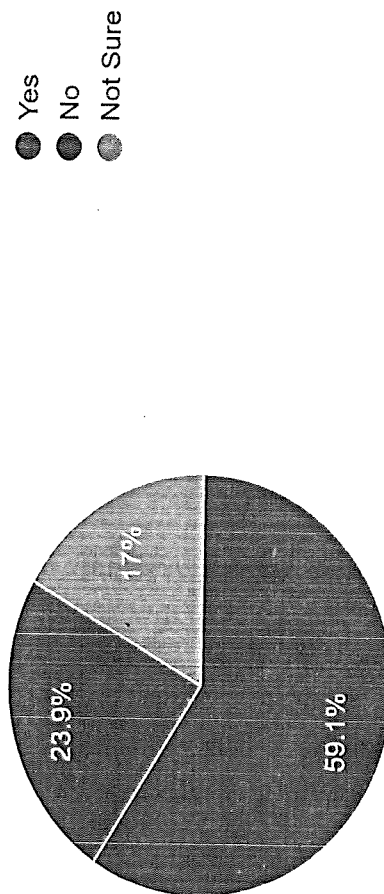
On a scale of one to ten, how satisfied are you with the Oswego County Sheriff's Department
230 responses



- 10= Very Satisfied
- 1 = Not Satisfied
- This shows that over 90% rated us 5 or above

Public Questions and Responses

Do you feel Law Enforcement should respond to non criminal complaints? (Property disputes, Civil complaints, animal problems)
230 responses

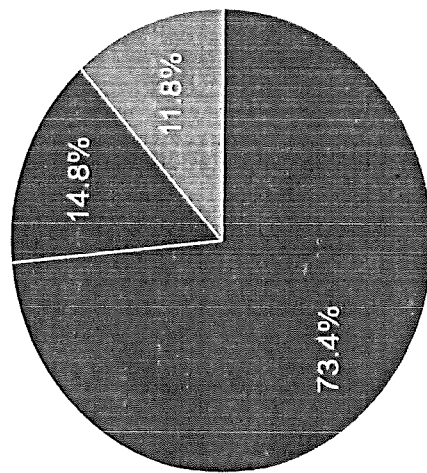


Public Questions and Responses

Law Enforcement should respond to substance abuse and /or overdose calls.

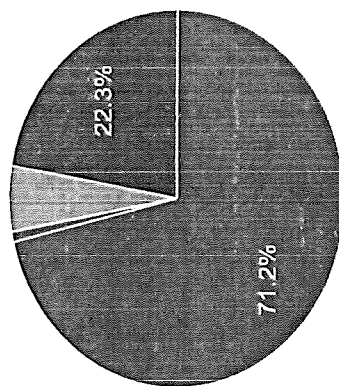
229 responses

- Yes
- No
- Im not sure



Public Questions and Responses

Do you want law enforcement to respond to mental health complaints? (IE Suicidal Person or person displaying erratic behavior)
229 responses



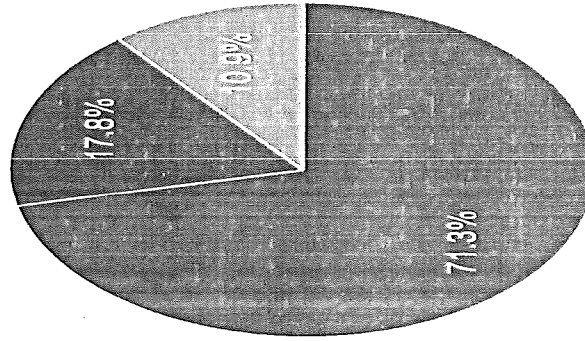
- Yes
- No
- Not Sure
- Medical professional or non law enforcement personnel should respond

Public Questions and Responses

Should Law Enforcement have a presence in schools?

230 responses

● Yes
● No
● Unsure

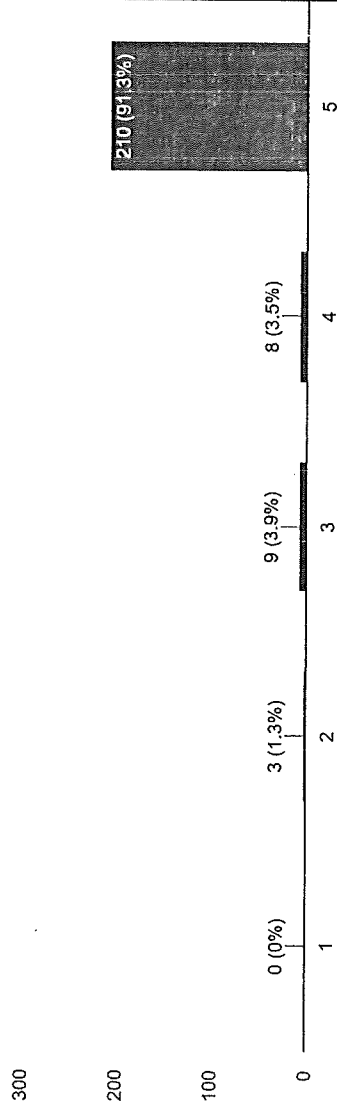


- Our Department currently has 9 sworn officers in 4 School Districts throughout the County.

Public Questions and Responses

I feel Police Officers are a necessary part of my community?

230 responses

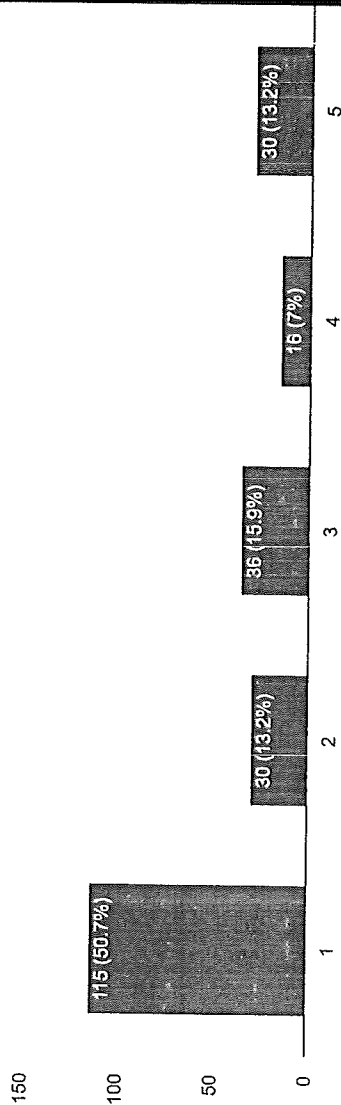


- Scale 1-5 one is strongly disagree and five is strongly agree
- Scale is one= Strongly Disagree and Five = Strongly Agree

Public Questions and Responses

- This Graph shows that over 80% of the public does not feel we are biased in our investigations.

The Deputies of the Oswego County Sheriff's Office are biased in their investigations with certain groups of people.
227 responses

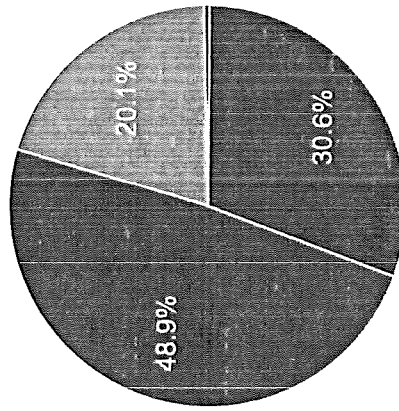


Please select the services you feel are important for the Oswego County Sheriff's to provide. Click all that apply



Public Questions and Responses

Should Social Services respond to some complaints instead of law enforcement. Mark only one
229 responses



- Yes
- No
- Unsure
- NO

RESOLUTION NO. 054

**RESOLUTION AUTHORIZING THE EXECUTION OF SETTLEMENT
AGREEMENTS FOR WITNESS COOPERATION REGARDING GENERIC
PHARMACEUTICALS PRICING ANTITRUST LITIGATION, NO. 16-MD-2724-
CMR IN THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF
PENNSYLVANIA**

By Legislator David Holst:

WHEREAS, the County Legislature has, heretofore, authorized the commencement of litigation on behalf of the County of Oswego regarding Generic Pharmaceutical Pricing Antitrust Litigation against various pharmaceutical manufacturers; and

WHEREAS, the county has heretofore retained the law firm of Napoli Shkolnik, PLLC to handle this complex multi-district litigation; and

WHEREAS, about 40 states and many other counties are also participating in the Multi-District Litigation which is now pending in the United States District Court for the Eastern District of Pennsylvania in the matter of: *In Re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 16-MD-2724-CMR (the "MDL action"); and

WHEREAS, certain plaintiffs in the MDL action have sought and received witness cooperation agreements from key pharmaceutical industry witnesses conditioned upon certain terms including a release of claims against the individual involved witness at no cost to the county; and

WHEREAS, annexed hereto and made a part hereof is a Settlement Agreement regarding Christopher Bihari whom worked at Fougere Pharmaceuticals, Inc. and Sandoz, Inc. during times relevant in the MDL Action; and

WHEREAS, entering into the annexed agreement is to the advantage of the County of Oswego as a named plaintiff in the within litigation and other, future, similar agreements, if reached, may also benefit the county as a named plaintiff; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that Napoli Shkolnik, PLLC be, and is hereby authorized, to execute the annexed Settlement Agreement to obtain witness cooperation from and granting a release of claims to Christopher Bihari; and, it is further

RESOLVED, that Napoli Shkolnik, PLLC upon consultation with the County Attorney be and are hereby authorized to enter into similar witness cooperation agreements

LEGISLATURE

COUNTY

OSWEGO

including a release of claims for individual (not corporate) witnesses as may be necessary and to the advantage of the County of Oswego as a named plaintiff in this MDL Action provided there is no monetary consideration involved without further resolution of this body.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

LEGISLATURE

COUNTY

OSWEGO

RESOLUTION NO. 055

**RESOLUTION AMENDING RESOLUTION NUMBER 208 OF 2020
REGARDING THE PURCHASING AGREEMENT WITH THE COUNTY OF
ONONDAGA AND AUTHORIZING BUDGET MODIFICATION**

By Legislator David Holst:

WHEREAS, this body, has, heretofore, adopted Resolution Number 208 of 2020 terminating the agreement with the County of Onondaga regarding purchasing; and,

WHEREAS, there have been unanticipated delays in bringing purchasing operations back to the County of Oswego due to COVID-19 and other factors; and

WHEREAS, a resolution is both necessary and desirable,

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

LEGISLATURE
RESOLVED, that by mutual consent of the County of Oswego and County of Onondaga, the purchasing agreement is hereby extended for up to three (3) months from April 1, 2021 on a monthly basis; and, it is further

COUNTY
RESOLVED, that Resolution Number 208 of 2020 regarding termination be, and is hereby, amended to conform with same; and be it further

OSWEGO
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 and Budget Officer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 055 of 2021

A1345 511000

(\$12,500.00)

A1345 543800

(\$12,500.00)

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJ	PROJ	ORG	OBJ	PROJ		
A1345	511000					Salaries and Wages-Regular	(12,500.00)
			A1345	543800		Other Fees and Services	12,500.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES DATE

Passed by 10/22/21
10/23/21
James
James

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

RESOLUTION NO. 056

RESOLUTION ADOPTING AN OSWEGO COUNTY PURCHASING POLICY

By Legislator John Martino:

WHEREAS, New York State General Municipal Law 104-b requires the governing board of each municipality to develop, review and adopt a purchasing policy annually; and

WHEREAS, the Oswego County Administrator has reviewed and updated the current Purchasing Policy and has submitted it to the Legislature and has recommended the adoption of said amended policy.

Now, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the Oswego County Legislature hereby adopts the Oswego County Purchasing Policy, a copy of which is attached hereto and made a part hereof.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

OSWEGO COUNTY OPERATING POLICIES, REGULATIONS & PROCEDURES

SUBJECT: Purchasing Policy

NUMBER: PRP 2021-19

TYPE: Legislative

EFFECTIVE: April 1, 2021

HISTORY: This PRP replaces ADMs 81-8, 91-1, 80-3, 82-4, 91-2, 87-1, 80-5, PRP 2009-19, PRP 2010-19, PRP 2013-19, and PRP 2014-19, which are hereby rescinded.

SCOPE:

Oswego County Legislature and all County departments.

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DEFINITIONS

Best Value. The basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses or certified minority-owned business enterprises or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law to be used in evaluation of offers for awarding of contracts for services.

Bidding A public competitive process for choosing a vendor from which to purchase materials, supplies and services.

Collusion Actions, contrary to law, of two or more persons to determine in advance the winning bidder or proposer of a contract let, or to be let, for competitive bidding or proposals by the County or any other such acts prohibited by law.

Environmentally Preferable Products. Products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, and/or disposal of the product.

General Municipal Law Generally refers to GML 100 through 109 of State Law governing bidding procedures for local governments such as the County.

Lowest Responsive/Responsible Bidder: The lowest-priced bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, and whose offer meets the specifications or requirements prescribed in the bid document or solicitation, as determined by the Purchasing Director. A “responsive” bid is one which is in conformance with the published specifications and requirements, essentially void of contravening terms, gratuitous additions, and unilateral mistakes or obvious errors made in calculating or presenting figures, and reasonable in price.

Professional or Technical Services. Services that involve specialized expertise, use of professional judgment, and/or a high degree of creativity. They are not purchase contracts or contracts for public work. The individual or company may be chosen based on qualifications to include, but not limited to, reliability, skill, education and training, experience, demonstrated effectiveness, judgement and integrity. These qualifications are not necessarily found in the individual or company that offers the lowest price.

Professional or technical services shall include but not be limited to the following:

Accounting (CPA)	Investment Management Services
Advertising Agency Promotion	Laboratory Testing
Architectural	Legal
Computer Customized Software	Management of Municipally Owned Property
Programming Services	Medical/Dental Services
Consultants	Public Relations
Design Services	Records Indexing
Engineering	Writing, Editing or Artwork
Instructors/Teachers/Training	Investment Management Services
Insurance Coverage and/or Insurance Broker	

Public Works Contract. Includes, but is not limited to, contracts for material and work on roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is performed or contracted for by the County to serve the public interest.

Purchase Contract. The purchase, lease, rental or other acquisition by the County of personal property and services, including ordinary repair or maintenance, in support of the departments day-to-day activities and service provision.

Purchasing Director. The Purchasing Agent designated by the Oswego County Legislature, under County Law 625.

Purchase Order. Document containing product description, standard terms and conditions, control numbers, and other instructions used by the Purchasing Department to purchase a product or service from an external vendor.

Purchase Requisition. The form used by departments to begin the procurement process that documents and describes the service/commodity they are seeking.

Quote. Documentation from a vendor, preferably written, stating items, source, quantity, price, discounts, shipping, delivery time and contact information.

Receiving/ Inspection. The purchase order requires that reception of an item be documented. Prior to payment being authorized, reception and inspection of an item must be documented.

Request for Information (RFI): A Request For Information (RFI) provides a preliminary description of the program objectives and specifications and solicits input from potential offerers as to the availability of products and services to meet the agency's needs.

Request for Proposals (RFP) A competitive process for choosing a firm for professional services. The contract is awarded based on factors such as cost, qualifications, experience, and demonstrated ability, and not necessarily to the proposer with the lowest price. Not to be confused with bidding.

Request for Quotation (RFQ). A Request for Quotation (RFQ) is a type of bid document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

POLICY

Statement of Policy The County of Oswego shall purchase materials, supplies, equipment and services as needed, at the best possible prices and value, and maintain appropriate documentation. The County of Oswego hereby states that the purchase of environmentally preferable products or services is the policy of the county whenever practicable. The county shall, at its option, establish purchasing regulations that do not conflict with federal, state and local laws..

AUTHORITIES

Oswego County Legislature – The Legislature has approval authority, by majority vote, over all professional service contracts of \$5,000 or more, over all professional service pre-qualification lists, and over budget actions necessary to begin the purchasing process for materials, supplies, equipment and services. The Legislature may awards bids as necessary.

Finance and Personnel Committee - In consultation with the County Administrator and Purchasing Director, the committee recommends, by majority vote, purchasing policies and amendments to the County Legislature.

Standing Committees – Standing Committees have review and recommendation authority, by majority vote, over all professional service contracts of \$5,000 or more, over purchase contract pre-qualification lists, and over budget actions necessary to begin the purchasing process for materials, supplies, equipment and services. Committee recommendations are sent to the County Legislature. Standing committees may approve contract renewals that contain significant amendments.

Legislature Chairperson – The Chairperson has signatory authority on all professional service and public works contracts of \$3,000 or more. The Chairperson has contract review authority, in conjunction with the County Administrator, County Attorney and Purchasing Director on all professional service contracts of \$3,000 or more. The County Administrator, in conjunction with the Legislature Chairperson, has approval authority on all equipment purchases of \$500 or more.

County Administrator – The County Administrator has contract review authority, in conjunction with the Legislature Chairperson, County Attorney and Purchasing Director on all professional service contracts of \$3,000 or more. The County Administrator, in conjunction with the Legislature Chairperson, has approval authority on all equipment purchases of \$500 or more. . The County Administrator, in consultation with the County Attorney, shall resolve any matters in which the Purchasing Director and Department Heads are in disagreement.

County Attorney - The County Attorney has contract review authority, in conjunction with the County Administrator, Legislature Chairperson and Purchasing Director on all professional service contracts and public work contracts.

Department Heads - Department Heads have signatory responsibility on all purchase requisitions from their departments, and on contracts less than \$3,000 per year.

Purchasing Director - The Purchasing Director shall be responsible for developing and administering a modified central purchasing system to make provisions for all purchases, servicing, sale, lease, and rental, of materials, supplies, equipment and services for all departments and agencies of County government pursuant to and in compliance with the applicable provisions of laws and regulations and County policy. The Purchasing Director has signatory authority on all purchase requisitions and purchase orders. The Purchasing Director reviews the procurement activities of all County departments, as necessary, to ensure compliance with General Municipal Law and County policy, and may require written explanations and documentation from departments when purchasing policies are not followed, and may withhold authorization until such documentation is received. The Purchasing Director shall report any necessary corrective actions to the County Administrator. The Purchasing Director, in consultation with the County Attorney and department heads, determines if a transaction is a purchase contract, public work contract, or professional service. The Purchasing Director or designee shall be responsible for all required public advertising and competitive bidding; shall conduct all bid solicitations and openings and secure the recommendations for awarding contracts from the appropriate official(s). In consultation with the County Administrator, the Purchasing Director shall annually set a cut-off date for initiating procurement and bid/RFP processes that is no earlier than November 1.

PROCUREMENT INTEGRITY

REGULATION

1. Oswego County's procurement activities will comply with General Municipal, County, Executive, Finance, Public Officer, Labor, Education, and all other applicable New York State Laws and federal and local laws.
2. No official or employee of the County shall have financial interests in any purchase or contract secured by the County, without disclosure to the Clerk of the Legislature and County Board of Ethics and authorization from the originating department's standing committee. No official or employee of the County shall participate in collusive activity. This precludes:
 - a. acceptance of gratuities, financial or otherwise, by the above persons, from any supplier of materials, supplies, equipment, or services to the County; and/or
 - b. the sharing of bids, RFPs, or specifications with potential bidders prior to the competitive process,
 - c. assisting a supplier or firm to win a contract award prior to or during the competitive process, and/or
 - d. all other activities prohibited by federal, state, or local law.
3. The Purchasing Director shall develop a procedure for the review of purchasing practices or activities upon receipt of any inquiry or allegation of violation of this policy following its adoption.
4. County officials and employees are prohibited from engaging in collusive activities with potential vendors. In cases where information is needed from an industry source to help

prepare specifications, the requisitioner should consult with the Purchasing Director before contacting a potential vendor.

5. During the bid or RFP procurement period, unless otherwise noted in the bid or RFP documents, all communications between the County and potential vendors regarding the procurement shall be through the Purchasing Director. Communications between vendors and other County officials or employees, without the prior permission of the Purchasing Director, may disqualify the vendor(s). (See "Communication During RFP/Bid Process")
6. County officials serving in the employ of, or on the board of directors of, an entity seeking a bid award or contract with the County, must disclose the conflict to the Legislature Chairman and Purchasing Director, refrain from influencing the procurement, and, if a legislator, abstain from voting on the bid award or contract.

LIMITS AND CONTROLS

REGULATION

1. Authorization limits and controls shall conform to General Municipal Law Section 103. The County may establish additional authorization limits and controls that do not conflict with General Municipal Law Section 103.

PROCEDURE

1. The authorized limits for purchasing transactions shall be reviewed annually by the Purchasing Director and, if necessary, adjusted by the Finance and Personnel Committee, to more accurately reflect the market pricing, inflation, processing expenses, and the County's utilization experience.
2. Prior to submitting a purchase requisition to the Purchasing Department, County staff are to refer to and follow:
 - a. Schedule A: Authorization Levels & Procedures: Purchase of Materials, Supplies and Equipment & Public Works Contracts, and
 - b. Schedule B: Authorization Levels & Procedures: Professional Services.

PURCHASING SYSTEM

REGULATIONS

1. The Purchasing Director shall authorize and administer all purchase agreements of the County for the acquisition of materials, supplies, equipment and services in accordance with established procedures. The procedures contained herein are applicable for all purchases.
2. The County shall purchase materials, supplies, equipment, and services as required, at the best possible prices, or best value, and maintain appropriate documentation. Depending on the type and amount of the purchase, purchases will be secured by use of written

requests for proposals, competitive public bids, or written quotations to ensure that goods will be purchased at the lowest price and value, and that favoritism will be avoided.

3. Purchases shall be made to the extent practicable, through available state contracts of the Office of General Services, Division of Standards and Purchase, Department of Correctional Services, New York State Industries for the Disabled, national procurement cooperatives as approved by the County Attorney, Industries for the Blind of New York State, surplus and second-hand purchases from another governmental entity, and competitive purchase contracts from contiguous counties and municipal cooperatives, whenever such purchases are in the best interest of the County.
4. Opportunity shall be provided to all responsible suppliers to do business with the County. To this end, the Purchasing Director shall develop and maintain lists of potential suppliers for various types of materials, supplies, equipment and services. Such lists shall be used to develop notification lists of potential suppliers and for distribution of specifications, invitations to bid, RFPs and RFQs. Any supplier may be included in the list upon request. Exceptions include vendors named ineligible by the NY State Office of General Services, or those whose past business practices have disqualified them from doing business with the County.
5. When soliciting bids, a statement of "General Conditions" shall be included with all specifications submitted to suppliers. These general conditions shall be incorporated in all contracts awarded for the purchase of materials, supplies, equipment and services.
6. The Purchasing Director shall only authorize purchase orders after first determining that unencumbered balances of budgetary appropriations are adequate to cover such obligations. If unencumbered balances are insufficient, a budget amendment must be approved by the proper authority prior to the Purchasing Director's authorization of the purchase order. Associated bills shall include a copy of the purchase order upon payment.
7. Oswego County shall not pay for materials, supplies, equipment and services in advance. Partial payments to initiate contracts may be allowed upon consultation with the County Attorney and Purchasing Director.
8. **Records.** Purchase requisitions and purchase orders are uniquely numbered. Bid, quote, and RFP files are maintained to document the procurement process and must include, at a minimum: initiating documents, solicitation documents and any amendments, advertising and notification records, tabulations, responses, award and declination notices, evaluation records, protests and challenges, and communications log.

PROCEDURES

1. **Determining and Documenting Type.** Every purchase must be initially reviewed to determine whether it is a purchase contract, a public works contract, or a professional service. Departments are to consult with the Purchasing Director if the determination is not readily apparent. A good faith effort will be made to determine if the aggregate

amount to be spent on the item of supply or service is subject to competitive bidding or competitive proposal, taking into account past purchases and the aggregate amount to be spent in a year.

- a. An opinion that a purchase is not subject to competitive bidding will be documented in writing by the individual requesting the purchase and provided to the Purchasing Director with the Purchase Requisition. This documentation may include written quotes from vendors, a memo from the purchaser indicating how the opinion was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate. The Purchasing Director must prepare a memo for the requisitioner concurring with or overriding the department's opinion. A copy will be attached to the requisition.
 - b. If the purchase is subject to competitive bidding or is a professional service, the department shall refer to the COMPETITIVE BIDDING or PROFESSIONAL SERVICES sections of this policy for procurement procedures.
2. **Purchase Requisition.** Purchase Requisition must be completed by the department requesting the product and forwarded to the Purchasing Department before a Purchase Order can be issued. Departments shall complete a Purchase Requisition specifying the item(s) requested in as much detail as possible, including details concerning quality and grade, specifications, samples from vendor catalogs. Requisitions must include department head or designee approval. An electronic signature will be used and is an accepted form. The electronic system will save a copy of a dated request.
3. In the event that the electronic system is not available, a paper requisition with original signatures (not signature stamp) can be substituted.

Authorizations are required for the following items prior to sending the requisition to the Purchasing Department:

- a. Purchase Requisitions for computers require the review and signature of the Director of Central Services.
 - b. Purchase Requisitions for cellular telephones require the review and authorization of the Infrastructure and Facilities Committee.
 - c. Purchase Requisitions for emergency communication radios require the review and signature of the Director of E-911.
4. **Authorization.** The Purchasing Director ensures compliance with the authorization limits and controls outlined in "Schedule A: Authorization Levels & Procedures: Purchase of Materials, Supplies and Equipment & Public Works Contracts," and "Schedule B: Authorization Levels & Procedures: Professional Services," which are programed into the County's financial software workflow. The Purchasing Director approves the vendor and authorizes Purchase Order.
5. **Encumbrances.** After a purchase requisition is entered by the department the funds then become encumbered.

6. **Procurement.** The department creates and enters a purchase requisition, attaching any necessary documentation, scope, or specifications. Once the purchase requisition has gone through the appropriate authorization workflow and competitive solicitation (if required) and has been approved, the Purchasing Department creates the purchase order and dispatches the purchase order to the endor .
7. **Confirmation/Inspection.** Upon receipt of goods, the receiving department shall conduct a visual inspection and cross reference the item(s) against the specifications as negotiated and agreed upon through the purchasing process. The receiving department creates the receiving record for the purchase order in the electronic system. The receiving department scans a copy of the packing slip and saves it to the receiving record. Should goods be received which were not ordered, or damaged, or in any way do not meet the terms of the purchase order, **DO NOT ACCEPT DELIVERY-** contact the Purchasing Department. Failure to complete and document inspection may result in the delay of payment.
8. **Payment.** The department receiving the goods scans and enters the invoice in the electronic system for payment.

COMPETITIVE BIDDING

REGULATIONS

1. Purchase contracts for materials, supplies and equipment involving an estimated expenditure in excess of \$20,000, and public works contracts in excess of \$35,000, shall be awarded only after public advertising soliciting formal bids pursuant to Section 103 of the General Municipal Law.
2. The Purchasing Director or designee shall be responsible for all required public advertising and competitive bidding, shall conduct all bid solicitations and openings, and shall provide recommendations for awarding contracts.
3. County officials and employees are prohibited from engaging in collusive activities with potential vendors. In cases where information is needed from an industry source to help prepare specifications, the requisitioner should consult with the Purchasing Director before contacting a potential vendor.
4. Written documentation (acceptable to the Purchasing Director) from the requisitioning department will be required whenever a purchase is awarded to other than the lowest responsive, responsible vendor. This documentation will include an explanation of cost savings, best value, or other justification for disallowing the low bidder.

PROCEDURES

1. **Specifications.** If a purchase is deemed subject to competitive bidding, the requisitioner will assist the Purchasing Director in the preparation of specifications. It is the responsibility of the Purchasing Director to make alternative suggestions to the requisitioner if, in the judgment of the Purchasing Director, the specifications would restrict competition or otherwise preclude the most economical purchase of the required items. In case of disagreement as to the content of the specifications, the County Attorney, after reviewing all available data, will make the final determination. The finalized specifications will be initialed by the requisitioner and Purchasing Director and a copy maintained in the bid solicitation file to be maintained in the Purchasing Department.
2. **Advertisement and Bidders Lists.** The advertisement for bids shall be in accordance with the provisions of the General Municipal Law. The Purchasing Director shall publish the advertisement in the official newspapers designated by the County Legislature and any other print or electronic publications that will ensure receipt of responsible and competitive bids, including the County's web site. The requisitioner may recommend additional sources for publication. When the Purchasing Department solicits bids directly from a bidders list, a copy of said bidders list shall be placed in the bid solicitation file. Copies of the public notice, list of all publications, and publication dates shall be maintained in the bid solicitation file. During the period a bid is let, if the Purchasing Director determines an amendment is warranted, all known bidders will be notified of the amendment, and the amendment shall be published on the County's web site.
3. **Receipt of Bids.** Bids will be received only at the office location stated in the bid documents. Bids must be received before the date and time stated in the bid documents in order to be considered, Bids delivered to the wrong location, or received after the published time will not be accepted and will be returned unopened. Upon receipt of a bid, the Purchasing Department shall stamp the envelop received with the date and time.
4. **Bid Openings.** Bids shall be opened by the Purchasing Director, or designee, and will be publicly opened and read at a time and place published in the bid documents. The Purchasing Director, or designee, and at least one other County employee, must be present for the bid opening. No bids are to be opened by a County representative alone. The public and interested parties may attend the bid opening. At the bid opening, the Purchasing Director or designee shall prepare a bid tabulation sheet indicating the date, time and location of the bid opening, signature and affiliation of attendees, a listing of the bidders, item being bid, and bid price. This tabulation shall be maintained in the bid solicitation file.
5. **Bid Evaluation.** Following the opening of bids, the Purchasing Director shall prepare a bid evaluation to determine the lowest responsible and responsive bid.
 - a. The County must have assurance that the successful bidder will be able to perform satisfactorily under the contract. "Responsibility" of bidders shall be determined based upon financial stability, production capability, ability to deliver on time, ability to provide service if required and past performance. A

“responsive” bid is one which is in conformance with the published specifications and requirements, essentially void of contravening terms, gratuitous additions, and unilateral mistakes or obvious errors made in calculating or presenting figures, and reasonable in price.

- b. A bid which is not responsive to the specifications, terms and conditions of the bid shall be rejected by the Purchasing Director. Should a bidder be deemed to lack responsibility, the bid shall be rejected by the Purchasing Director. In all instances where bids are rejected, the Purchasing Director shall document in writing the specific reasons to substantiate the determination. This documentation shall be maintained in the bid solicitation file.
 - c. Upon completion of the bid evaluation, the Purchasing Director shall submit to the requisitioner a written summary of the bid process and evaluation. This summary shall contain a ranked listing of all qualified bidders and the recommendation of the Purchasing Director for awarding the bid. Upon request of the requisitioner, the complete bid solicitation file will be made available.
 - d. In the event the requisitioner does not concur with the recommendations of the Purchasing Director, the requisitioner shall document in writing the nature of the determination and the specific reasons to refute the determination. This documentation shall be maintained in the bid solicitation file.
6. **Award.** The Purchasing Director shall award the bid on the basis of the summary and evaluation. In the event the requisitioner does not concur with the Purchasing Director, the award shall be determined by majority vote of the department’s standing committee. The announcement of bid award shall be made in a public meeting of the department’s standing committee.
7. **Notification.** The Purchasing Director shall notify all bidders of the determination and award. The preparation of the purchase order or contract will proceed consistent with purchasing procedures.
8. **Audit.** Annually, the County Auditor will conduct an audit of all competitive bid solicitations to insure compliance with this policy. A written report of findings with recommendations for corrective action, if warranted, shall be submitted to the County Administrator and Chairperson of the Legislature. Said audit and recommendations shall be a public document available for public access.
9. **Challenges.** In the event a bidder challenges the County’s bid award, the Purchasing Director shall notify the County Attorney and County Administrator and provide all relevant documentation.
10. **Reservation of Rights** The County of Oswego reserves the right to reject any and all bids.

PROFESSIONAL SERVICES

REGULATIONS

1. All professional service contracts and agreements between Oswego County and any other entity are subject to competitive purchasing procedures and must be approved and reviewed according to County policy, County Law, General Municipal Law 104b and New York State Law, unless exempted (See EXEMPTIONS).
2. County officials and employees are prohibited from engaging in collusive activities with potential vendors. In cases where information is needed from an industry source to help prepare specifications, the requisitioner should consult with the Purchasing Director before contacting a potential vendor.
3. Competitive procedures for professional services may include Requests for Quotations (RFQ), Requests for Proposals (RFP), and pre-qualification for engineering, architectural, and computer science services. An RFP is required for a service that can be reasonably expected to cost \$5,000 or more. Written quotations or RFPs are acceptable for lesser expenses.
4. Contracts for professional services must be made in the best interest of the County. RFQs, RFPs, and pre-qualification surveys may consider inclusive factors such as price, staffing and suitability for needs, reliability, skill, education and training, experience, demonstrated effectiveness, judgment and integrity. Any necessary negotiations must occur on a fair and equal basis.
5. Under special circumstances, certain professional services are needed quickly, and following the standard solicitation and award process forces the County to miss deadlines or other opportunities. Examples include consulting services for grant preparation, or project management services for unexpected projects such as building repairs. The Purchasing Director may use a public competitive process to annually pre-qualify lists of engineering, architectural, and computer science services, which can reasonably be estimated to cost less than \$20,000 per project, or less than \$35,000 per public work project. The County may also utilize pre-qualification programs conducted by New York State or state professional associations. The pre-qualification lists are subject to the approval of the County Legislature.
6. A good faith effort shall be made to obtain the required number of quotations or proposals. Appropriate documentation shall be maintained if the requesting department or Purchasing Department is unable to obtain the required number of quotations or proposals. In no event shall the inability to obtain the quotations or proposals be a barrier to procurement of services.
7. The County of Oswego reserves the right to reject any and all proposals.

PROCEDURES

1. **Determination.** Inquiries to determine whether a proposed service qualifies as professional shall be made to the Purchasing Director, who in turn may consult with the Department Head, and/or the County Attorney, taking into consideration the following guidelines:
 - a. Whether the services are subject to State licensing or testing requirements;
 - b. Whether substantial formal education or training is a necessary prerequisite to the performance of the services;
 - c. Whether the services require an enduring professional and/or confidential relationship between the County and a vendor of proven ability.
2. **Solicitation.**
 - a. The Purchasing Director shall use "Schedule B: Authorization Levels & Procedures: Professional Services" to determine the solicitation procedure.
 - b. RFQs, RFPs, and pre-qualification surveys, at minimum, should include:
 - i. Solicitation of a sufficient number of qualified firms. While this number will vary depending upon the situation, a minimum of three (3) firms should be contacted, if possible.
 - ii. The needs of the County and the desired format of the vendor's response must be shown as clearly and as specifically as possible. Vagueness in the requests will hamper the award process.
 - c. In consultation with the department head, the Purchasing Director will develop a list of potential vendors, and may choose to advertise the RFQ or RFP.
 - d. During the period a bid is let, if the Purchasing Director determines an amendment is warranted, all known bidders will be notified of the amendment.
 - e. A public proposal opening is not required, and proposals may require additional negotiation with the vendor; however the due date and time for proposals must be the same for all vendors.
3. **Evaluation.** Evaluation of proposals shall be conducted by a committee formed or designated for such purpose, which must include, at a minimum, the department head and Purchasing Director. The members of the committee should evaluate and rank proposals in accordance with pre-determined factors such as price, staffing and suitability for needs, reliability, skill, education and training, experience, demonstrated effectiveness, judgment and integrity. This process should culminate in a report summarizing all proposals and recommending an award. The review committee may include non-county officials if outside expertise is needed, however they can serve in an advisory capacity only, and a majority of the review committee must be in the County's employ.
4. **Award.** Awards for professional services shall follow the procedures outlined in the CONTRACTUAL OBLIGATIONS section of this policy.
5. **Pre-qualification.** The Purchasing Director shall develop and conduct a public competitive process to pre-qualify lists of engineering, architectural, and computer

science services, which can reasonably be estimated to cost less than \$20,000 per project or \$35,000 per public work project.

- a. The pre-qualification process shall be conducted annually by the Purchasing Director, in consultation with appropriate department heads.
- b. The pre-qualification process shall not obligate the County to the expenditure of monies to any firm.
- c. Firms contracted to write grants shall not obligate the County in the grant application to any further contracts with the firm.
- d. Pre-qualification programs conducted by New York State or New York State professional associations may be accepted.
- e. The pre-qualification lists are subject to the approval of the Finance and Personnel Committee and the County Legislature.

PROTESTS

1. Purpose: Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Purchasing Department of Oswego County. The procedures for submitting such protests are set forth herein.

2. Grounds for Protest: A bidder may file a protest which alleges that:

- a. The County failed to follow its prescribed procedures in connection with the procurement which the bidder is protesting; or that
- b. The County has violated a federal, state or local law in connection with the procurement which the bidder is protesting; or that
- c. The County has abused its discretion in making a discretionary determination such as deciding the responsiveness of a bid or the responsibility of a bidder.

3. Contents of Protest: A bidder desiring to file a protest may submit a written protest to County's Purchasing Director. The protest must include:

- a. the name and address of the bidder;
- b. identification of the contract or bid solicitation being protested;
- c. a detailed and factual statement of the grounds for protest;
- d. supporting documentation; and
- e. the desired relief, action or ruling.

4. Time for Filing:

- a. Protests alleging restrictive specifications or improprieties in the bid solicitation which are or should be apparent prior to the bid due date must be received by the County not later than three working days prior to the bid due date.
- b. All other protests must be received by the County within five working days after the cause of the protest should have reasonably become known to the protestor.

- c. Any additional information relevant to the protest requested by the County from the protestor shall be submitted to the County as expeditiously as possible, but in no case later than three working days after receipt of such request by the protestor.
- d. The time limits set forth in this section must be strictly adhered to. The County will not consider a protest or additional documentation which is not received by the Purchasing Director within the time periods set forth in this section.

5. Action by the County:

- a. Upon receiving a protest, the Purchasing Director shall notify the County Administrator and the County Attorney that a protest has been received.
- b. If an award of a contract has already been made at the time that a bid protest is received, the County will notify the contractor of the protest, and will delay the issuance of any notice to proceed until the protest has been disposed of.
- c. If an award of a contract has not already been made, but bids have been opened, the County will notify all bidders who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied.
- d. A recommendation to the County Legislature will not be made for contract award until a written response to a bid protest has been prepared by the Purchasing Director and such response has been transmitted to the protestor.
- e. If a bid protest is filed before the due date for receiving bids, the County will notify all bidders from whom bids have been received of the filing of a protest and that bids will not be opened until the protest has been resolved.
- f. The filing of a protest will not alter the date on which bids are due. Bids will not, however, be opened by the County until such time as the protest is resolved.
- g. If the County determines that the protest has merit and that the contract must be rebid, the County will set a new date for the submission of bids as set forth in paragraph VI (H).
- h. The County shall make a decision regarding the protest and send notice of that decision to the protestor within ten working days following receipt of the protest by the County. The notice of the decision shall outline the factors upon which the decision is based.
- i. The Purchasing Director shall notify the County Administrator and County Attorney concerning the decision.
- j. If the relief, action or ruling requested by the protestor is granted, the County will take appropriate actions to amend the bid solicitation or terminate the procurement process.

6. Furnishing Information on Protests: the County shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor except to the extent that withholding of information is required by law or regulation. Any comments on this material must be received by the County within three working days, but in no event will a decision be delayed because an interested party has not had an opportunity to provide comments.

7. Conference: A conference on the merits of the protest with the Purchasing Director may be held if the Purchasing Director deems such a conference to be necessary. Interested parties may request, and in the discretion of the Purchasing Director may be invited to attend the conference.

COMMUNICATIONS DURING BID/RFP PROCESS

1. All Bids/RFP shall include a statement of communications restrictions that reflect the following:
 - a. Communications with the County shall be solely through the Purchasing Director during the Solicitation and Evaluation Period, which is defined as the time of issuance of Bid/RFP documents until the time an award is made. In the absence of the Director, communications may occur with designated purchasing staff.
 - b. There shall be no unauthorized communications among vendors, County officials, employees, and the news media regarding Bids/RFPs during the Solicitation and Evaluation Period, without prior written approval from the Purchasing Director.
 - c. Prior to the issuance of all bids/RFPs, the Purchasing Director, via e-mail, will notify all Legislators and all Department Heads of bid/RFPs number, title, subject and Solicitation and Evaluation Period so that they are aware that communication restrictions are in place.
 - d. Necessary, incidental or unauthorized communications, whether initiated by a vendor, County official, employee, or news media, **must** be reported to the Purchasing Director immediately, and in writing within two (2) business days, and will become part of the bid/RFP file.
 - e. If a vendor exists under current contract for the materials or services solicited in a bid/RFP, and contact between the vendor and requesting department is necessary to maintain operations or perform repairs during the Solicitation and Evaluation Period, department heads must report the contact to the Purchasing Director, as required by Section d above. During such necessary contact, the bid/RFP shall not be discussed.
 - f. During the Solicitation and Evaluation Period all communications between bidder/proposers and the Purchasing Director must be noted in the bid/RFP file, with a summary of the communication and initialed.
 - g. All responses to vendor questions will be made in writing under the same restrictions. All known bidders/proposers will receive copies of written responses to ensure that all have equal access to information.
 - h. All communications or contacts are limited to the County Office Building during normal operating hours, 9 a.m. to 5 p.m., unless otherwise part of an on-site pre-bid meeting or vendor site visit scheduled by the Purchasing Director.
 - i. All bidders/proposers must include a signed Non-Collusion Statement with their bids/proposals.
 - j. Depending on the nature and circumstances of unauthorized communications, violations of this policy may result in the rejection of the vendor's bid or proposal and/or disciplinary action against the County official or employee.

CONTRACTUAL OBLIGATIONS

REGULATIONS

1. All professional services and public works contractual agreements committing County government to any obligation of three thousand dollars (\$3,000) per year or more, or establishing revenue schedules, shall require the signature of the Chairman of the Legislature after completing the contract review process described below. Contractual agreements committing County government to any obligation of less than three thousand dollars (\$3,000) per year may be signed by the department head. In instances where deemed necessary and appropriate, agreements of a routine or recurring nature may be executed by a designee, authorized in writing by the Chairman of the Legislature. Anyone who executes an agreement in violation of this stated policy shall assume personal liability for any and all obligations, monetary or otherwise.
2. Professional services and public works contracts for \$5,000 or more per year must be approved by the County Legislature, on the recommendation of the department head, Purchasing Director, and the Department's Standing Committee.
3. Awards made not to the lowest proposer or bidder must be properly documented, including the rationale for selection of the Vendor.
4. Multi-year contracts are awarded on an annual basis and cannot exceed four renewals (total of five years).
5. Previously approved contracts which contain renewal provisions, may be renewed by the department and Purchasing Director. If the renewal contains amendments not covered by renewal provisions, which significantly affect financial impact or services, the authority to renew rests with the department's standing committee. In such cases the Legislature Chairperson has signatory authority on contract amendments.
6. Renewal notices will be sent from the Purchasing Department, with signed copies forwarded to the originating department and Audit Department.

PROCEDURES

1. **Contract Review.** Any type of professional service and public work must have a contract agreement. All contracts for \$3,000 or more shall be signed by the Chairman of the Legislature and must be approved as to content by the County Attorney, County Administrator and Purchasing Director. This includes any and all contracts, agreements, leases, maintenance agreements, and any other form which creates a legally binding agreement between the County and another entity. Unless pre-qualified, professional service contracts of \$5,000 or more require the approval of the County Legislature by majority vote.
 - a. Contractual agreements shall be submitted to the Chairman's Office no later than ten (10) days prior to the required date of execution.

- b. Contractual agreements shall be reviewed by the County Attorney, County Administrator, and Purchasing Director who shall provide written recommendations to the Chairman no later than five (5) days prior to the required date of execution. A sign-off sheet will accompany each contract and will be initialed by the Chairman of the Legislature, County Administrator and County Attorney. (See Contract Sign-off Sheet)
2. **Award.** Upon authorization and execution and delivery of approved contracts, and any required documentation, the Purchasing Director will provide a notice to proceed to the selected firm.
3. **Payment.** Payment terms are to be detailed in each contract. Prior to making any payments, the Audit Department requires a copy of the contract agreement, which has been approved by the County Attorney.
4. **Documentation.** Upon execution by the Chairman, copies of the agreements shall be returned to the originating department for submission and retention. A record of all transactions shall be maintained by the Chairman's Office. Submission of agreements to the Audit Department for audit and payment shall be in accordance with established practice and procedure.
5. All multi-year contracts up for annual renewal must be evaluated by the contracting department prior to the Purchasing Department issuing the renewal.

EXEMPTIONS

REGULATIONS

1. Procedures and regulations exempting certain types of purchases from authorization limits and controls may be established upon review of operational efficiencies and economies, but may not violate any law or statute or undermine the County Legislature's intent to maintain fair competition and accountability in County purchasing activities.
2. Purchases may be exempted from competitive bidding and professional service RFP or RFQ by the Purchasing Director when it is clearly determined that there is only one vendor capable of providing a particular material or service.
3. In accordance with Section 103(4) of the General Municipal Law, emergency purchases may be waived from competitive bidding in case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants require immediate action.
4. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 and public works contracts under \$35,000; emergency purchases; sole source purchases; goods purchased from

agencies for the blind or disabled; goods purchased from correctional institutions; purchases under State contracts or competitive contracts of contiguous counties; and surplus and second-hand purchases from another governmental entity

5. Professional services under State contracts or competitive contracts of contiguous counties and legal services as may be necessary under County Law 501 to represent or protect the interests of the County, its officers, and employees, are not subject to competitive RFP.

PROCEDURES

1. **Sole Source** Justification for sole source purchases includes: purchase order is made to the original manufacturer or provider; there are no regional distributors, or parts/equipment are not interchangeable with similar parts of another manufacturer, or it is the only known item that will meet the specialized needs of the department or perform the intended function; purchases required by contractual obligations; or standardization approved by the County Legislature.
 - a. Whenever a Department Head believes that materials or services they require are available from a sole source vendor, he/she shall complete a purchase requisition and forward it to the Purchasing Director or designee for approval. Documentation must be attached to the requisition.
 - b. When the Purchasing Department determines a sole source vendor, documentation must be attached to the requisition.
 - c. Following approval, the purchase requisition will be processed in the normal procedure.
2. **Emergency Purchases** Pursuant to Section 103(4) of the General Municipal Law, and due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, property or welfare of the residents. This section does not preclude alternate proposals if time permits.

During Normal Office Hours

1. The requisitioning department calls the Purchasing Director and gives the following information:
 - a. Reason for emergency purchase.
 - b. Department name and budget code.
 - c. Complete description and cost of services or materials to be purchased.
 - d. Name and address of recommended vendor.
2. The Purchasing Director or designee determines if the purchase is in fact an emergency.

3. If so, a vendor will be selected. Vendors with immediate delivery of materials or services are given preference in the selection.
4. The Audit Department will verify if budgetary appropriations are available. If not, the requisitioning department will obtain approval from the appropriate legislative committee.
5. A purchase order number is assigned and verbally given to the vendor. A confirming purchase order is completed and distributed.
6. The requisitioning department will complete a purchase requisition which will include the information in numbers 1 and 3 above. The requisition shall be forwarded to the Purchasing Department.

Outside Normal Office Hours

1. When an emergency need is identified outside of the normal office hours of Purchasing, and immediate action is required to correct the threat to the safety, health or welfare of the public, the using agency has the authority to procure the goods or services necessary to correct the problem without obtaining prior approval from Purchasing.
 2. The purchase must be reported to Purchasing on the next working day to obtain the required purchase order number.
 3. Process in the same manner as above.
3. **Other Exemptions** Control involves not only compliance with required purchasing procedures, but also affects the paperwork necessary. "Over-papering" can ruin the effectiveness of the system almost as quickly as non-compliance. The authorized dollar limits, requirements of quotations and competitive proposals, and utilization of purchase orders may be waived for the following exceptions, established upon a determination of operational efficiencies and economies:
- a. Petty Cash reimbursements
 - b. Utility bills from regulated public utilities
 - c. Maintenance repairs and parts (up to \$5,000)
 - d. Maintenance and service contracts (up to \$5,000)
 - e. Interdepartmental charges
 - f. Medical expenses associated with public assistance
 - g. Legal notices
 - h. Postage
 - i. Memberships and dues
 - j. Mileage, travel, conference reimbursements
 - k. Food for prisoners
 - l. Extension of software license agreements (requires Purchase Order)

- m. Renewals of previously-approved contracts, which do not contain amendments with significant impacts to services or the budget.
- n. Contracts in which the nature and scope requires contracting with multiple agencies or individuals to provide the same service, or which all vendors are needed to fulfill the demand.
- o. Set Rate Contracts - those contracts which the payment rate is set by local, state or federal agencies.
- p. Human service contracts in which client-choice is required by state or federal guidelines.
- q. Other expenses determined by the Purchasing Director on an individual basis.

PIGGYBACKING

General Municipal Law 103(16) allows procurement of certain goods (including apparatus, materials, equipment and supplies) and services through contracts let by the United States or any agency thereof, any state or any other political subdivisions or district therein, if such contract was let in a manner consistent with competitive bidding, and has been made available for use by other governmental agencies. The County shall take advantage of such contracts when doing so ensures that the County is buying goods at the lowest price.

Pursuant to Subsection 1-b of Section 103 of the General Municipal Law, the County shall have the option of purchasing information technology and telecommunications hardware, software and professional services through cooperative purchasing permissible pursuant to federal General Services Administration information schedule 70 and any successor schedule, provided the County complies with federal schedule ordering procedures as provided in the applicable federal acquisition regulation(s).

VIOLATIONS

Department heads are responsible for their departments' and employees' compliance with this policy. Deviation from this policy may delay purchasing or payment. Violations of this policy will be reported to the County Administrator for corrective action.

This policy shall go into effect April 1, 2021 and will be reviewed annually as required by General Municipal Law 104-b. If subsequent changes occur in New York State or Federal Law which are inconsistent with this Purchasing Policy, or if any part of this policy as adopted is in violation of state or federal law, state or federal law shall control the purchasing practices of the County of Oswego.

ATTACHMENTS

Contract Sign-Off Sheet, Schedule A, Schedule B,

REFERENCES:

New York State General Municipal Law, County Law, Education Law, Finance Law, Executive Law, Labor Law, and Public Officers' Law and County Local Law No. 2 of 2014.

ISSUED:

Philip R. Church
County Administrator

James Weatherup
Legislature Chairman

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 this sign-off sheet. **After completing the top section, send this cover sheet to Purchasing with all contract documents attached.**

Project : _____

Between: Oswego County (Department of) _____

And: _____

Addendum? ____ Yes ____ No

Local or State Bid/RFP/Contract Number: _____

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:

	(initial)	(date)
1. County Purchasing Director Contract acquired in compliance with purchasing policy and meets bid or RFP specifications.	_____	_____
2. County Attorney	_____	_____
3. County Administrator Approved and budgeted.	_____	_____
4. Chairman of the Legislature Authorization.	_____	_____

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 signors and payment amounts change. 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.

rev: 3/21

Schedule A: Authorization Levels & Procedures: Purchase of Materials, Supplies and Equipment & Public Works Contracts

These limits are applicable per total purchase transaction for related items.

Purchase Contracts: Purchase of Materials, Supplies and Equipment	Public Works Contracts	Authorization & Process *
\$0 - \$1,000	\$0 - \$1,000	Vendor selected by Department and processed for payment on a claims voucher.
\$0 - \$2,000 Public Works & Buildings and Grounds, only.	\$0 - \$2,000 Public Works & Buildings and Grounds, only.	
\$1,001 - \$19,999**	\$1,001 - \$34,999**	<ol style="list-style-type: none"> 1. The department and/or Purchasing obtain written quotes from at least 3 separate vendors (if available). 2. Department completes a purchase requisition and forwards to Purchasing. 3. Low quote is to be accepted and documentation required for any exceptions. 4. **If a professional contract of \$3,000 or more, Purchasing forwards through contract review. 5. Purchasing issues purchase order or contract. Subject to Contract Review.
\$20,000 or more	\$35,000 or more	<ol style="list-style-type: none"> 1. Department completes a purchase requisition with written specifications and forwards to Purchasing. 2. Purchasing advertises for competitive sealed bids. 3. Contract or purchase order issued by Purchasing. Subject to Contract Review.

*Note: Purchase Requisitions for computers require the review and signature of the Director of Central Services.

Purchase Requisitions for cellular telephones require the review and authorization of the Community and Consumer Affairs Committee.

Purchase Requisitions for emergency communication radios require the review and signature of the Director of E-911.

All equipment purchases (200 series) require the authorization of the County Administrator and Legislature Chairman

Schedule B: Authorization Levels & Procedures: Professional Services.

Professional Service Contracts	Authorization & Process
Pre-qualification of architectural, engineering and computer science services, only. \$0 - \$19,999 per contract, and \$0 - \$34,999 per public work contract.	<ol style="list-style-type: none"> 1. Purchasing Director conducts pre-qualification program annually. 2. Department, in consultation with Purchasing, solicits quotes from at least three (3) pre-qualified firms, if available. RFQ responses must be written. 3. Vendor selected by Department, and contract sent through Contract Review. 4. Contract executed by Legislature Chairperson and processed for payment when invoiced.
Non-pre-qualified \$0 – \$4,999	<ol style="list-style-type: none"> 1. Department provides description of services needed, selection criteria, specifications or other necessary information to Purchasing. 2. Purchasing prepares and solicits Request for Proposals or Requests for Quotes from at least three (3) vendors, if available. 3. Vendor selected by Department, in consultation with Purchasing or any RFP review team established for such purpose. 4. Contract prepared by the Department, Purchasing and County Attorney. 5. Contract undergoes Contract Review and is processed for payment when invoiced.
Non-pre-qualified \$5,000 or more	<ol style="list-style-type: none"> 1. Department provides description of services needed, selection criteria, specifications, or other necessary information to Purchasing. 2. Purchasing prepares and solicits Request for Proposals from at least three (3) vendors, if available. 3. Department makes vendor recommendation to standing legislative committee, in consultation with Purchasing or any RFP review team established for such purpose. 4. Standing legislative committee approves award and forwards to the County Legislature. 5. County Legislature approves award by resolution. 6. Contract prepared by the Department, Purchasing and County Attorney. 7. Contract undergoes Contract Review and is processed for payment when invoiced.

RESOLUTION NO. 057

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING
A LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT
INITIATIVE (REDI) PROJECT IN THE TOWN OF OSWEGO FOR A SUM NOT
TO EXCEED \$1,270,000
(County Route 89 Culvert Replacement and Road Elevation - 3RED11; REDI Project
CO.46)**

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego has heretofore been awarded grant funds to complete a REDI project in the Town of Oswego on County Route 89 near Jackim Road; and

WHEREAS, the culvert replacement is designed to minimize flooding from Lake Ontario; and

WHEREAS, the NYSDOT is handling A/E Design services and construction services; and

WHEREAS, the estimated A/E Design and construction cost is estimated at \$1,270,000; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, it is hereby,

RESOLVED, that the County of Oswego hereby accepts the REDI funds for this project; and it is further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed agreement and any supporting papers with the New York State Department of Transportation for a total project cost not to exceed of \$1,270,000.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

**LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE (REDI)
SHARED SERVICES AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND**

County of Oswego

CONTRACT NO. X040214

THIS AGREEMENT, made by and between the People of the State of New York (hereinafter referred to as "State" or "NYSDOT" or "Provider"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "Commissioner") with principal place of business being located at 50 Wolf Road, Albany, New York 12232, and the County of Oswego with its principal place of business being located at 46 East Bridge Street, Oswego, NY 13126, New York (hereinafter referred to as "Municipality" or "Recipient"), as follows:

WITNESSETH

WHEREAS, pursuant to New York General Municipal Law §99-r, the governing board of any municipal corporation may contract with any state agency to receive services and work, and any state agency may contract to provide such services and work;

WHEREAS, pursuant to Section 99-r of the General Municipal Law, the State wishes to provide, and the Municipality wishes to receive, in return for consideration of monies, equivalent in value, design and construction services of the nature contemplated herein; and

WHEREAS, the sharing of such materials and services shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State and the Municipality agree as follows:

1. The State and the Municipality mutually agree to share services as specifically described in Schedule A. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient) and shall be limited to providing or receiving: architectural, engineering, and construction services, in furtherance of the Lake Ontario Resiliency and Economic Development Initiative.
2. The value of services received by the Recipient under this Agreement shall be returned to the Provider in the form of monetary reimbursement. The value of the Shared Services to be shared pursuant to this Agreement shall not exceed one million and two hundred seventy thousand dollars (\$1,270,000) during the term of the Agreement, and shall be commensurate to those tasks or services set forth in Schedule A.

3. All work designed in furtherance of this agreement shall be designed in accordance with any and all applicable design standards, manuals, or guidance, published or mandated by the New York State Department of Transportation and in effect at the time of design. All work constructed in furtherance of this agreement shall be constructed in accordance with the New York State Department of Transportation's Standard Specifications and any other applicable construction standards published or mandated by the New York State Department of Transportation and required by the project design documents.

4. Both parties shall maintain records setting forth the details of all shared services and associated costs. Such records shall be made available for inspection by both parties and the Office of the State Comptroller. An accounting of the value of the shared services shall be reconciled no more frequent than every thirty (30) days, but no less frequent than every six (6) months. Any outstanding balances may be reconciled by the remission of payment. Full reconciliation shall occur at the end of the Agreement term, or when performance is complete, whichever occurs first.

5. The Provider's employees, consultants, and contractors shall remain under full supervision and control of the Provider. The Recipient shall make no request of the Provider's employees, consultants, or contractors; notwithstanding the foregoing, the Provider and the Recipient shall designate a respective project coordinator, as provided in Section 12, to address specific requests, changes, and project progress. The parties shall remain fully responsible for their own employees for all matters, including, but not limited to, salary, insurance, benefits, and Workers Compensation.

6. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement, or any and all claims brought by the Municipality's employee(s) whereby commercial general liability insurance coverage is not otherwise afforded by the State's contractors or consultants.

7. The term of this Agreement shall be 6/23/2020-6/22/2022, subject to approval by the State Comptroller. The term may be extended if work is not completed, should both parties agree, under the same terms and conditions as the original Agreement for up to three (3) additional one (1) year periods with State Comptroller approval. The parties shall make reasonable, good faith efforts to provide no less than thirty (30) days notice of their intent to extend the Agreement.

8. Upon full execution of this agreement and to the extent that the costs are reimbursable in accordance with Section 2 and the terms and conditions herein, NYSDOT shall be reimbursed by the municipality for any pre-agreement costs incurred between 6/23/2020 and the date of approval by the State Comptroller.

9. Any action taken by the parties pursuant to this Agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the parties' budgets for highway purposes.

10. If any provision of this Agreement is deemed invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.

11. No shared service shall be performed by the State or its respective contractors, consultants, or agents, unless (a) the Municipality demonstrates it possesses sufficient irrevocable property rights in the parcel(s) subject to this agreement, and (b) the State and the Municipality executed this agreement as set forth herein. The Municipality's execution shall include notification to its respective Clerk and Superintendent of Highways or Public Works.

12. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a.) via certified or registered United States mail, return receipt requested;
 - (b.) by facsimile transmission;
 - (c.) by personal delivery;
 - (d.) by expedited delivery service; or
 - (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT [Regional REDI Coordinator]

Loren Gosselin, P.E., Highway Design Supervisor
Telephone (315) 428-3228
Fax (315) 428-4417
Email Loren.Gosselin@dot.ny.gov

Municipality

Kurt Ospelt, Superintendent of Highways of Oswego County
Telephone (315) 349-8331
Fax
Email kospelt@oswegocounty.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

19. This Agreement, Appendix A, Required Clauses for all New York State Contracts, Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), and Schedule A, attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

20. Attached hereto and made a part hereof is a copy of the duly adopted Municipal legislation authorizing the Municipality to enter into this Agreement.

21. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national

origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Further, the Municipality shall not discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

22. NYSDOT shall provide complete and accurate billing invoices, billed net 75, to the municipality in accordance with Section 4. The municipality shall remit payment by a single certified check or cashier's check, payable to the **New York State Department of Transportation**, as follows:

NYS Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

Payments will be accepted on regular State business days between the hours of 9:00 a.m. and 3:00 p.m.

In the event the Municipality fails to remit payment within 75 days from the invoice date, NYSDOT reserves the right to stop work without notice to the Municipality.

23. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, concerning the aforementioned matter(s). This Agreement may not be modified except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the State and the Municipality by their duly authorized representatives, to become effective and binding upon approval by the State Comptroller.

Agreed to:
MUNICIPALITY

By: _____

APPROVED AS TO FORM:

Office of the State Comptroller

Agreed to:
STATE OF NEW YORK

By: _____

APPROVED AS TO FORM:

Office of the Attorney General

)

) SS.:

)

.....

SCHEDULE A

NYSDOT

Description of A/E Design and construction services to be shared (reference and include attachments as applicable):

Project Description: County Route 89, Town of Oswego, Oswego County, replace drainage structures and elevate parts of County Route 89 to eliminate flooding and improve resiliency.

☒ NYSDOT shall provide A/E Design Services in the form of preliminary engineering, which includes preliminary design and detailed (final) design of the aforementioned project, and results in PS&E. Final design documents and PS&E shall be deemed accepted by the Municipality when done so in writing.

☒ NYSDOT shall provide construction services for completion of the project specified above, in accordance with the PS&E, which includes construction inspection.

Line 1: Estimated Cost of A/E Design and construction services to be shared: \$1,270,000

MUNICIPALITY

MUNICIPALITY shall compensate NYSDOT for the total monetary cost/value: \$1,270,000

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, Contractor 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, Contractor 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. Contractor 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.

6. WAGE AND HOURS 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 Contractor'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 supplement schedules issued by the State Labor Department. Furthermore, Contractor 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 Contractor 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal

employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood 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 or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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 Contractor 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 § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

October 2019

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10/2010

RESOLUTION NO. 058

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING A
LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE
(REDI) PROJECT IN THE TOWN OF RICHLAND FOR A SUM NOT TO EXCEED
\$560,000
(County Route 5 Seawall Repair - 3RED05, REDI Project CO.113)**

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego has heretofore been awarded grant funds to complete a REDI project in the Town of Richland on County Route 5 near the Selkirk Lighthouse; and

WHEREAS, the seawall was last repaired in the 1980s and this project is needed to repair and stabilize damage from high water due to flooding from Lake Ontario; and

WHEREAS, the NYSDOT is handling A/E Design services and construction services; and

WHEREAS, the estimated A/E Design and construction cost is estimated at \$560,000; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, it is hereby,

RESOLVED, that the County of Oswego hereby accepts the REDI funds for this project; and it is further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed agreement and any supporting papers with the New York State Department of Transportation for a total project cost not to exceed of \$560,000.

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

**LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE (REDI)
SHARED SERVICES AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND**

County of Oswego

CONTRACT NO. X040213

THIS AGREEMENT, made by and between the People of the State of New York (hereinafter referred to as "State" or "NYSDOT" or "Provider"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "Commissioner") with principal place of business being located at 50 Wolf Road, Albany, New York 12232, and the County of Oswego with its principal place of business being located at 46 East Bridge Street, Oswego, NY 13126, New York (hereinafter referred to as "Municipality" or "Recipient"), as follows:

WITNESSETH

WHEREAS, pursuant to New York General Municipal Law §99-r, the governing board of any municipal corporation may contract with any state agency to receive services and work, and any state agency may contract to provide such services and work;

WHEREAS, pursuant to Section 99-r of the General Municipal Law, the State wishes to provide, and the Municipality wishes to receive, in return for consideration of monies, equivalent in value, design and construction services of the nature contemplated herein; and

WHEREAS, the sharing of such materials and services shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State and the Municipality agree as follows:

1. The State and the Municipality mutually agree to share services as specifically described in Schedule A. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient) and shall be limited to providing or receiving: architectural, engineering, and construction services, in furtherance of the Lake Ontario Resiliency and Economic Development Initiative.
2. The value of services received by the Recipient under this Agreement shall be returned to the Provider in the form of monetary reimbursement. The value of the Shared Services to be shared pursuant to this Agreement shall not exceed five hundred and sixty thousand dollars (\$560,000) during the term of the Agreement, and shall be commensurate to those tasks or services set forth in Schedule A.

3. All work designed in furtherance of this agreement shall be designed in accordance with any and all applicable design standards, manuals, or guidance, published or mandated by the New York State Department of Transportation and in effect at the time of design. All work constructed in furtherance of this agreement shall be constructed in accordance with the New York State Department of Transportation's Standard Specifications and any other applicable construction standards published or mandated by the New York State Department of Transportation and required by the project design documents.
4. Both parties shall maintain records setting forth the details of all shared services and associated costs. Such records shall be made available for inspection by both parties and the Office of the State Comptroller. An accounting of the value of the shared services shall be reconciled no more frequent than every thirty (30) days, but no less frequent than every six (6) months. Any outstanding balances may be reconciled by the remission of payment. Full reconciliation shall occur at the end of the Agreement term, or when performance is complete, whichever occurs first.
5. The Provider's employees, consultants, and contractors shall remain under full supervision and control of the Provider. The Recipient shall make no request of the Provider's employees, consultants, or contractors; notwithstanding the foregoing, the Provider and the Recipient shall designate a respective project coordinator, as provided in Section 12, to address specific requests, changes, and project progress. The parties shall remain fully responsible for their own employees for all matters, including, but not limited to, salary, insurance, benefits, and Workers Compensation.
6. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement, or any and all claims brought by the Municipality's employee(s) whereby commercial general liability insurance coverage is not otherwise afforded by the State's contractors or consultants.
7. The term of this Agreement shall be from 6/23/2020-6/22/2022, subject to approval by the State Comptroller. The term may be extended if work is not completed, should both parties agree, under the same terms and conditions as the original Agreement for up to three (3) additional one (1) year periods with State Comptroller approval. The parties shall make reasonable, good faith efforts to provide no less than thirty (30) days notice of their intent to extend the Agreement.
8. Upon full execution of this agreement and to the extent that the costs are reimbursable in accordance with Section 2 and the terms and conditions herein, NYSDOT shall be reimbursed by the municipality for any pre-agreement costs incurred between 6/23/2020 and the date of approval by the State Comptroller.
9. Any action taken by the parties pursuant to this Agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the parties' budgets for highway purposes.
10. If any provision of this Agreement is deemed invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.
11. No shared service shall be performed by the State or its respective contractors, consultants, or agents, unless (a) the Municipality demonstrates it possesses sufficient irrevocable property rights in the parcel(s) subject to this agreement, and (b) the State and the Municipality executed this agreement as set forth herein. The Municipality's execution shall include notification to its respective Clerk and Superintendent of Highways or Public Works.

12. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a.) via certified or registered United States mail, return receipt requested;
 - (b.) by facsimile transmission;
 - (c.) by personal delivery;
 - (d.) by expedited delivery service; or
 - (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT [Regional REDI Coordinator]

Loren Gosselin, P.E., Highway Design Supervisor
Telephone (315) 428-3228
Fax (315) 428-4417
Email Loren.Gosselin@dot.ny.gov

Municipality

Kurt Ospelt, Oswego County Superintendent of Highways
Telephone (315) 349-8331
Fax
Email kospelt@oswegocounty.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

19. This Agreement, Appendix A, Required Clauses for all New York State Contracts, Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), and Schedule A, attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

20. Attached hereto and made a part hereof is a copy of the duly adopted Municipal legislation authorizing the Municipality to enter into this Agreement.

21. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national

origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Further, the Municipality shall not discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

22. NYSDOT shall provide complete and accurate billing invoices, billed net 75, to the municipality in accordance with Section 4. The municipality shall remit payment by a single certified check or cashier's check, payable to the **New York State Department of Transportation**, as follows:

NYS Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

Payments will be accepted on regular State business days between the hours of 9:00 a.m. and 3:00 p.m.

In the event the Municipality fails to remit payment within 75 days from the invoice date, NYSDOT reserves the right to stop work without notice to the Municipality.

23. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, concerning the aforementioned matter(s). This Agreement may not be modified except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the State and the Municipality by their duly authorized representatives, to become effective and binding upon approval by the State Comptroller.

Agreed to:
MUNICIPALITY

Agreed to:
STATE OF NEW YORK

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the State Comptroller

Office of the Attorney General

STATE OF NEW YORK)
) ss.:
COUNTY OF OSWEGO)

On this ____ day of _____, 20____, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

SCHEDULE A

NYSDOT

Description of A/E Design and construction services to be shared (reference and include attachments as applicable):

Project Description: County Route 5/Lake Street Town of Richland, Oswego County, replace the deteriorated concrete wall system and evaluate the structural integrity of the sheeting, to improve resiliency.

☒ NYSDOT shall provide A/E Design Services in the form of preliminary engineering, which includes preliminary design and detailed (final) design of the aforementioned project, and results in PS&E. Final design documents and PS&E shall be deemed accepted by the Municipality when done so in writing.

☒ NYSDOT shall provide construction services for completion of the project specified above, in accordance with the PS&E, which includes construction inspection.

Line 1: Estimated Cost of A/E Design and construction services to be shared: \$560,000

MUNICIPALITY

MUNICIPALITY shall compensate NYSDOT for the total monetary cost/value: \$560,000

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, Contractor 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, Contractor 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. Contractor 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.

6. WAGE AND HOURS 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 Contractor'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 supplement schedules issued by the State Labor Department. Furthermore, Contractor 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 Contractor 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal

employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood 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 or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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 Contractor 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 § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

October 2019

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10/2010

RESOLUTION NO. 059

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0721
COUNTY ROUTE 89 CULVERT REPLACEMENT REDI**

By Legislator Stephen Walpole:

WHEREAS, a culvert on County Route 89 in the Town of Oswego near Jackim Road, CIN 111200, in Oswego County, New York needs to be replaced; and

WHEREAS, this project is necessary due to deterioration due to age and high waters from Lake Ontario; and

WHEREAS, the estimated cost of the project is \$1,270,000 and the County has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project with a 5% local match.

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 execute the attached budget modification establishing Capital Project B0721 – County Route 89 Culvert Replacement REDI for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP#B0721 – CR89 Culvert
Replacement REDI

\$1,270,000

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 059 of 2021

H529000 B0721
H439890 B0721
H450310 B0721

\$1,270,000.00
(\$1,206,500.00)
(\$63,500.00)

OSWEGO COUNTY LEGISLATURE



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project to replace a culvert on County Route 89 in the Town of Oswego near Jackim Road, CIN 111200, in Oswego County, New York.

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. B0721 with an authorization level of \$1,270,000.

SUMMARY: This project is necessary due to deterioration due to age and high waters from Lake Ontario and has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project with a 5% local match.

RECOMMENDED

ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0721.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER				ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJ	PROJ	ORG	OBJ	PROJ		
H	529000	B0721				Establish CP B0721 - Culvert Replacement - CR89 - Town of	1,270,000.00
			H	439890	B0721	Oswego near Jackim Road, CIN111200 with a maximum	(1,206,500.00)
			H	450310	B0721	authorization of \$430,000. This project will be funded 95%	(63,500.00)
						through a NYS REDI Grant with the 5% local match coming	
						from a transfer of funds from the Development Efficiency	
						Fund (A1010_543700_DEVEF)	
TOTAL AMOUNT							-

COMMITTEE SIGNATURES

COMMITTEE SIGNATURES

~~Passcode 161213141516
Voice 161213141516~~

COUNTY TREASURER

HUMAN RESOURCES DIRECTOR

COUNTY ADMINISTRATOR

DATE

DEPARTMENT HEAD	DATE

RESOLUTION NO. 060

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0821
COUNTY ROUTE 5 SEAWALL REPAIR REDI**

By Legislator Stephen Walpole:

WHEREAS, a seawall on County Route 5 in the Town of Richland near the Selkirk Lighthouse, in Oswego County, New York needs to be repaired/replaced; and

WHEREAS, this project is necessary due to deterioration due to age and high waters from Lake Ontario; and

WHEREAS, the estimated cost of the project is \$560,000 and the County has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project with a 5% local match.

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 execute the attached budget modification establishing Capital Project B0821 – County Route 5 Seawall Repair REDI for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP#B0821 – CR5 Seawall
Repair REDI

\$560,000

ADOPTED BY VOICE VOTE ON MARCH 23, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 060 of 2021

H529000 B0821
H439890 B0821
H450310 B0821

\$560,000.00
(\$532,000.00)
(\$28,000.00)



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project to repair/replace a seawall on County Route 5 in the Town of Richland near the Selkirk Lighthouse, in Oswego County, New York.

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. B0821 with an authorization level of \$560,000.

SUMMARY: This project is necessary due to deterioration due to age and high waters from Lake Ontario and has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project with a 5% local match.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0821.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO

COMMITTEE SIGNATURES	DATE

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____